

Employment Training Panel



Contractor's Guide

Single Employer Contract

July 2004

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Introduction

Part I **Contract Development**

This portion of the Guide is designed to assist you, the prospective Contractor, in applying for an ETP contract. The contract, or Agreement, is the means by which ETP funds are provided to conduct a training program. The Guide contains an overview of the documentation required to successfully apply for funding and negotiate an Agreement. The ETP Analyst will leave the Guide with you as a reference tool, and will work with you until your application is accepted and your training proposal is approved.

You may secure additional copies of the Guide from the Internet at www.etp.ca.gov. Go to The ETP Process (left hand side); Guides (right hand side); and Single Employer Guide. The Single Employer Application Template in SECTION 8 is available in a Word format under the Single Employer Guide on the Internet. If for some reason you are unable to print the Application Template from the Internet, your Analyst will provide it to you on a disk or by e-mail. Be sure to print the Guide and Application Template suitable for your Company.

Part II **Contract Administration**

This portion of the Guide has been prepared to assist you, the ETP Contractor, to manage and administer your training project once your Agreement has been approved. An ETP Analyst will be assigned to provide on-going technical assistance and monitor the Agreement for compliance. The Guide provides a concise overview of ETP's project management process, requirements, procedures, and supplements the information and assistance provided by the Analyst.

The local ETP Field Office Manager will address any issues that arise during the contract development or monitoring processes. Any issues that cannot be resolved at the field office level may be referred to the Assistant Director in writing. This procedure is not meant to circumvent the Panel's appeal procedure.

Part I

Contract

Development

1

The Application/Contract Development Process

This portion of the Guide is designed to help you through the application and contract development process, from the first ETP visit to your facility until you receive the official notification that you may begin training. By following these instructions, you will be able to complete the documentation that ETP needs to prepare a draft training contract for Panel consideration.

The application is comprised of several parts: Application Cover Sheet (ETP 004); Application Checklist (ETP 005); your company/organization background history; an explanation of the need for training; a training plan; curriculum; subagreements, union letters; and other miscellaneous data pertinent to your specific program.

The application does not need to be furnished at the site visit. However, to ultimately complete all required sections, you must first identify your business needs and goals, and develop a plan for training that will help achieve those goals. During the site visit, the ETP Analyst will discuss your particular business objectives, the methods you have chosen to address them, and offer suggestions for refining the training plan. The analyst can also assist you in completing the application paperwork. Once you have completed your application and provided all required information, the Analyst will use it to prepare a draft contract to submit to the Panel.

ETP's enabling Legislation and Regulations, as well as monthly application submission deadlines, are available on the website.

ETP applications, agreements, certifications, and all related and supporting documents become part of the public record.

2

Terms and Conditions

The Terms and Conditions included in this section become the first part of your ETP Agreement. Certain provisions (as indicated) are only used for certain types of contracts.

THIS IS A LEGAL DOCUMENT THAT THE CONTRACTOR MUST AGREE TO AND SIGN. IT IS IMPORTANT THAT A PERSON IN AUTHORITY, OR LEGAL STAFF, REVIEW THESE TERMS AND CONDITIONS TO BE SURE THAT ALL PROVISIONS ARE UNDERSTOOD AND ACCEPTABLE. IF YOU HAVE ANY QUESTIONS OR CONCERNS, CONTACT YOUR ETP CONTRACT ANALYST IMMEDIATELY.

The Agreement signatory must be present at the Panel meeting. If this is not possible, an alternate representative who has signatory authority must be present at the meeting with written authorization from the signatory.

APPLICATION:

Provide the name, title, address, telephone number, and fax number of the Agreement signatory, the person who is authorized to sign the Agreement on the Contractor's behalf.

EMPLOYMENT TRAINING PANEL AGREEMENT
(ET100 0604 Rev)

Terms and Conditions

1. Term: This training Agreement is entered into by the Employment Training Panel ("ETP") and **(Insert company/entity's legal name)** ("Contractor"). The term is _____ through _____ (Term). The parties intend to utilize public funding to assist the Contractor in conducting a job training project for eligible trainees in accordance with the Training Plan, Exhibit A; Curriculum, Exhibit B, Subcontracts, Exhibit C.
2. Payments:
 - a. ETP shall pay Contractor no more than \$ _____. This amount shall be earned upon the completion of all performance requirements within the Agreement term as indicated in paragraph 1., above. Progress payments for partial performance under Paragraph 2(c) shall not be deemed earned. Reimbursement shall be earned for no more than the number of trainees to be retained as listed by job number and only as specified in Exhibit A, Chart 1, Summary (hereafter, Chart 1).

(For Multiple-employer Retraining Contracts Only)

- a.1 All training under this Agreement is employer mandated unless otherwise specified as voluntary, non-compensable training as defined in Section 46.6.5 of the 2002 California Division of Labor Standards Enforcement, Enforcement Policies and Interpretation Manual. Contractor agrees that if retraining under this Agreement is mandated by a participating employer for its employees that each trainee for whom training is mandated by that participating employer will be compensated for all time spent in the retraining. ETP will not reimburse Contractor for uncompensated time spent in ETP-funded employer-mandated retraining.
- b. Each trainee should complete 100% of the required class/lab and videoconference training hours. The Panel will not reimburse the Contractor for a trainee who does not complete a minimum 80% of the required class/lab and videoconference training. One hundred percent of reimbursement for class/lab and videoconference training for all trainees shall be earned only if Contractor's records show training hours were delivered to enable each trainee to attend 100 % of required training hours. However, if Contractor's records do not substantiate these training hours were delivered, then Contractor will be reimbursed according to the highest percentage of training that has been substantiated as delivered to at least one trainee.

(For CBT Training)

For projects with computer-based training (CBT), each trainee should complete 100% of each CBT course. The Panel will not reimburse the Contractor for a trainee who does not complete a minimum 80% of required CBT hours. Reimbursement for each completed CBT course shall be for the standard number of hours to complete the course and is contingent upon certification of trainee competency at completion of training.

(For Variable Reimbursement)

Reimbursement for class/lab and videoconference training for trainees in job numbers **(insert job numbers that will utilize variable reimbursement method)** will be based

on the total actual number of training hours completed by training delivery method for each trainee, up to the maximum specified in Chart 1, providing the minimum and no more than the maximum hours are met.

For computer-based training, each trainee must complete 100% of each CBT course and achieve competency in course. Reimbursement shall be for the standard number of hours to complete the course, providing the minimum and no more than the maximum number of training hours identified on Chart 1 are met.

- c. Contractor may invoice ETP as each trainee reaches qualifying benchmarks and may receive unearned progress payments for cash flow purposes as indicated in Chart 1 Summary columns 10 through 13. All progress payments are earned only after the training and employment retention are completed and the Contractor completes all other requirements of this Agreement.

(For Variable Reimbursement)

For job numbers utilizing variable reimbursement method, progress payments will be made by ETP at enrollment (P1); at completion of training (P2); and, at completion of the post-training retention period (F). The progress payment at enrollment will be made at the time of completion by each trainee of 8 hours of training and will amount to 25% of the average cost per trainee for each job number. Unearned progress payments may not exceed 75% of the amount available for reimbursement based on the number of trainees enrolled and the maximum number to be retained for this Agreement. No job number changes will be allowed for trainees originally enrolled in a job using variable reimbursement.

- d. Contractor shall submit invoices and necessary statistical data to ETP in a form and manner prescribed by ETP. The Contractor may submit a job number closeout invoice once all trainees in the job number have completed training, are certified competent if CBT is part of the training plan, and have been hired or retained in the job for the retention period specified herein. The Contractor shall submit the Final Fiscal Invoice to ETP within 30 days after the ending date of the Agreement.
- e. Trainee Authorization: Contractor must have an ETP 104AUTH form on file for each trainee enrolled, providing ETP permission to access trainees' confidential Unemployment Insurance information and employer reported wage data from the EDD. Any funds invoiced and issued for a trainee who has not agreed to the terms specified in the ETP 104AUTH form must be returned to ETP as unearned monies, with any applicable interest.
- f. Payment provisions recited in this Agreement are valid and enforceable only if sufficient funds are made available by the Budget Act of the relevant fiscal years for the purposes of implementing the ETP program. In addition, this Agreement is subject to any additional restriction, limitations or conditions enacted by the Legislature which may affect the provisions, terms, or funding of this contract in any manner.

Contractor understands that this Agreement is incrementally encumbered in that only a percentage of the total Agreement amount is available for payment during this fiscal year.

Contractor acknowledges that total funding of this Agreement is subject to both sufficient continued Budget Act appropriations to ETP in this fiscal year and ensuing years and also the availability to ETP of other ETP funds designated for training projects. In the event that sufficient funds are not appropriated by the Legislature, or reimbursements specified in the Budget Act are not realized, or are otherwise not available from the Employment

Training Fund to fully fund this Agreement, ETP's liability for payment will be limited to available funds. To the extent funds are available, payment shall be determined by the reimbursement rates of this Agreement and shall be limited to the actual hours of training received by specific trainees in the training program at the time that the Contractor receives written notice from ETP that funds are unavailable to fully fund the Agreement in the amount set forth in Paragraph 2(a).

(For Turnover Issues)

- g. Turnover Rate: Contractor shall earn the final 25% progress payment for each trainee only if Contractor achieves an average turnover rate of ___% or less for the last 12 months of the Agreement. A report of the turnover rate shall be submitted with the final Agreement closeout invoice.

(For Multiple-Employer New Hire Training)

- h. Multiple Employer Agreement With New-hire Trainees: Reimbursement shall be earned for new-hire trainees who are placed with ETP eligible employers. Employers must be subject to Unemployment Insurance (U.I.) Fund contributions under the tax rate method. Employers that finance unemployment benefits by an alternate method are eligible to participate in this Agreement only for the purpose of incidental placement of new-hire trainees, as specified in Exhibit A; VII. Trainee Retention Requirements, A.1. Placements with temporary agencies are subject to the restrictions of Title 22, California Code of Regulations, Section 4427.

(For Multiple-Employer Retraining)

- i. Multiple Employer Agreement With Retraintees: The Contractor shall be reimbursed for 70% of the cost per trainee specified in Chart 1, Column 8 for retrainees employed by a business that has previously benefited directly or indirectly from ETP-funded training. This 30% employer substantial contribution shall be applicable only if the participating employer has benefited from ETP-funded retraining, under at least two prior Panel Agreements in the amount of \$250,000 or more at the same facility, and if the business has 101 or more full-time employees. The employer's participation in previous ETP-funded retraining must have been within five years from the start date of training of this Agreement to the end term date of the previously applicable ETP Agreement. The Contractor must have an approved retraining certification form on file for each participating employer, prior to the start of training for a participating employer.

The Contractor shall be reimbursed for 50% of the per trainee cost specified in Chart 1, Column 8 for retrainees employed by a business that has had a substantial contribution applied in a previous Agreement.

- j. Overpayment: Reimbursements earned by the Contractor according to the performance specified under the Agreement shall be used to offset any outstanding financial liabilities owed to ETP under previous ETP Agreement(s). This provision shall remain in force until the monies owed to ETP, plus interest, have been fully repaid.

3. Subcontracts:

- a. Contractor may subcontract for training or administrative services. No third party relationship is intended or created between any subcontractor and ETP.

- b. Contractor agrees that all subcontracts under this Agreement will contain, in addition to all necessary terms and conditions between the Contractor and subcontractor, the information and assurances set forth in Exhibit C.
 - c. The Contractor shall have in place subagreements signed by both the Contractor and subcontractors for any work to be performed under this Agreement prior to the effective date of the subagreement. The Contractor shall notify ETP in writing of any such subagreement for work prior to the commencement of the term of the subagreement. The notification shall include the name of the subcontractor, the address, the telephone number, the representative's name and title, a description of the services, and the cost of the services. This information shall be identified on the Subcontractor List, ETP 100D. No work under this Agreement which is to be performed by a subcontractor may commence until ETP has been notified as required herein. Notice should be received by ETP before the commencement of the subagreement term by the subcontractor. For out-of-state vendors, notice must be received by ETP no later than 7 working days before the commencement of the subagreement term.
 - d. Contractor agrees to maintain all subcontracts for work performed under this Agreement. The ETP shall, from time to time, monitor subagreements to assure compliance with this provision. ETP reserves the right to require the Contractor to submit any and all subagreements or copies thereof to ETP at its central office for review and approval or monitoring.
 - e. The parties agree that the failure of the Contractor to abide by this provision would be a substantial breach of this Agreement and may result in the termination of this Agreement.
4. Administration: Contractor is directly responsible for the training and administration delivered under the Agreement. The total cost of project administration may not exceed 15 percent of allowable training costs for retraining and 25 percent for new-hire training.

(For Variable Reimbursement)

Due to the variable reimbursement method utilized in this Agreement, Contractor is required to use the ETP Internet class/lab tracking system (which includes videoconference and CBT tracking) for all job numbers in the Agreement.

5. Performance:
- a.1. Contractor shall ensure that ETP or its representative, including the Bureau of State Audits, has the right during normal business hours to (1) examine, reproduce, monitor and audit accounting source payroll documents, and all other records, books, papers, documents or other evidence directly related to the performance of this Agreement by the Contractor, including any subcontract and (2) freely observe and monitor all performance, including interview trainees. Records must be retained within the control of the primary Contractor and be available for review at the Contractor's place of business within the State of California. This right will terminate no sooner than four (4) years from the date of termination of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or three (3) years from the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.
 - a.2. ETP may audit this Agreement at anytime up to four years following the end of the term of this Agreement. Audits will be performed in accordance with generally accepted Government Auditing Standards (GAGAS), which include sampling of available records.

- b. Contractor shall submit all information and data required for implementation and performance of the training project in a form and manner prescribed by the Panel throughout the term of the Agreement.
- c. ETP shall inform Contractor in writing if performance by Contractor is not satisfactory and may, at its discretion, suspend any payment and/or performance, including training, under the Agreement or terminate the Agreement as provided herein.
- d. ETP may terminate for cause with at least thirty (30) days written notice to the Contractor; except, if ETP has evidence of fraud, it may terminate immediately. The Contractor may terminate at will upon written notice to ETP. Contractor's notice of termination shall be delivered in person or by deposit in the United States mail, addressed to the ETP signatory of this Agreement and shall be deemed to have been given at the time of personal delivery or on the date of deposit in the United States mail as evidenced by the postmark date of the notice.
- e. If Contractor relocates or consolidates the California facility at which training was provided (or the job for which training was provided) with a facility (or a job) located outside California within three years of the Agreement termination, Contractor shall return, at ETP's discretion, all money earned under this Agreement as provided in Paragraph 2.
- f. Training and the employment retention period for each trainee must be completed within the term of the Agreement. The term of this Agreement may not exceed 24 months after the Effective Date of this Agreement.
- g. The ETP130 Panel memo which was considered by the Panel in approving this proposal is hereby incorporated by reference into this Agreement.
- h. Contractor agrees that during ETP-funded training hours, trainees will not produce products or provide services which will ultimately be sold.

(For All Projects Except SET Small Business Owner)

- i. No senior level managers or executive staff who set company policy are included in ETP-funded training under this Agreement.

(For Literacy Training)

- j. If literacy training is provided, a signed statement on Contractor's letterhead must be on file with the Contractor certifying that a formal literacy assessment has been administered and the number of literacy training hours in the Agreement is consistent with the results of the assessment.

(For All Multiple-Employer projects)

- k. Contractor will ensure each trainee has: (1) an individual copy of all necessary printed training materials for the ETP-funded training classes; and (2) if a computer is an integral part of the training, individual access to and use of a computer and necessary software used during the ETP-funded training class. All training materials, computers, and software used during ETP-funded training classes must be sufficiently current to provide trainees with skills currently utilized in the industry for which trainees are being trained.

(For Multiple-Employer Center-Based Retraining)

- I. Contractor shall conduct formal assessments of the training needs of individual participating employers or group of employers in a specific industry and design curricula based on these assessments. Formal assessments must be kept on file with the Contractor and be available for ETP review prior to the start of training for a participating employer.

(For Multiple-Employer New Hire Training)

- m. One of the Contractor's essential duties under this Agreement, in addition to providing training, is to provide each trainee a job with an ETP-eligible employer. Furthermore, Contractor will also provide trainees with classes in resume writing and interviewing techniques.
6. Unearned Funds: All unearned monies shall be returned to ETP with statutory interest computed from the first day of the month following the date the funds are received. If the Contractor petitions for bankruptcy, ETP shall be listed and scheduled as a creditor.
7. Indemnification: Contractor shall indemnify, defend, and hold harmless ETP, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor during the term of this Agreement.
8. Governing Rules: This Agreement shall be governed by the laws of the State of California. Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor acknowledges it has received a copy of and has reviewed applicable ETP enabling legislation, regulations and the ETP Contractor's Guide.
9. Other Funds: Contractor shall notify ETP in writing promptly of other government-funded training program(s) used to support the training under this Agreement. All other funds provided by any governmental entity in whatever form shall be used to reduce the training costs herein. No fee of any kind shall be required of any trainee except as may be provided under law.

(For Single Employers)

- a. Supplemental Training: Contractor certifies to the need for training and that ETP-funded training supplements, rather than displaces, Contractor's ongoing investment in the training of its workers.

(For Multiple-Employers a. and b.)

- a. Supplemental Training: Contractor certifies to the need for training, and that the terms and provisions of the supplemental nature of training are explained to all participating employers prior to the start of training for that employer. Specifically, the ETP-funded training provided under this Agreement is to supplement, rather than displace, funds available through existing programs conducted by employers and other government-funded training programs. The ETP training shall be supplemental to that on-going training already provided by individual employers in the normal course of business, and would not occur in the form and manner provided under this Agreement without ETP funds. The funded training shall not replace, parallel, supplant, compete with, or duplicate

in any way already existing, approved apprenticeship programs.

- b. Maximum Contractor Charge To Participating Employers: Contractor will not charge participating employers an amount which exceeds the amount referenced in Exhibit A, II. Contractor Profile, (D). Contractor certifies that this charge is solely for ETP-related training costs that do not duplicate costs reimbursed by ETP. No training costs shall be passed on to any trainee whose training is funded by ETP.
10. Promotional Material: Any material used to promote this training project or the use of the ETP name or logo must be approved by ETP before its use.
11. Use Of ETP Funds: Pursuant to the provisions of Government Code Sections 16645, et. seq., Contractor certifies that it will not use ETP funds during the term of the Agreement to assist, promote, or deter union organizing. If Contractor does make expenditures to assist, promote, or deter union organizing, Contractor must keep records sufficient to show that no ETP funds were used to assist, promote, or deter union organizing. These records are to be made available to the California Attorney General upon request. Contractor further assures that it will comply with the provisions of Government Code Sections 16645, et. seq., as applicable. The recordkeeping requirements contained in this provision do not apply to any ETP Agreements under \$50,000 with a public Contractor. The certification and recordkeeping requirements contained in this provision do not apply to any ETP Agreements under \$10,000 with a private Contractor.
12. National Labor Relations Board (NLRB): Pursuant to Public Contract Code Section 10296, by executing the Agreement, Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. ETP may rescind any contract in which the Contractor falsely swears to the truth of the statement required by this section.
13. Americans With Disabilities Act: Contractor assures that it shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 1201 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
14. Drug Free Workplace: Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the Agreement:
1. Will receive a copy of the company's drug-free policy statement; and
 2. Will agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
15. **Nondiscrimination**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this subparagraph in all subcontracts to perform work under this Agreement.
16. All notices/correspondence shall be mailed or faxed to Contractor's Contact Representative identified below. A copy of Notice of Termination shall be sent to Contractor's Contact Representative (original Notice of Termination sent to Contractor's signatory to this Agreement). The Contractor's Contact Representative for this Agreement shall be:

Job Title:

Name of Company:

Mailing address (including city, state, and zip code):

Telephone Number:

Fax:

E-mail Address:

17. Entire Agreement: This Agreement shall not be assigned or in any manner transferred to any other party, including a bona fide purchaser for value, without the prior written approval of ETP. This Agreement may be amended in writing by mutual agreement of the parties. This is the entire Agreement between the parties and it supersedes any other understanding or writing made between them related to this matter.

APPROVED FOR ETP

APPROVED FOR CONTRACTOR

Peter G. DeMauro, Acting Executive Director

Type Name and Title

Type Name and Title

Signature

Date

Signature

Date

1100 J Street, 4th Floor

Address

Address

Sacramento,

CA

95814

City

State

Zip

City

State

Zip

(916) 327-5246

Telephone

(916) 327-5270

FAX

Telephone

FAX

Amount To Be Encumbered	Item	Chapter	Statute	Fiscal Year
\$	7100-001-0514		2004	2004-2005
\$	7100-001-0514		2006	2006-2007
Fund	Object & Code			
Employment Training Panel	96875-03930-936			
	96877-03930-936			
I hereby certify that budgeted funds are available for the period and purpose of the expenditure stated above.				
Signature of Accounting Officer			Date	
I hereby certify that the Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS. CAL ATTY. GEN. 586 is exempt from review or approval of the Department of General Services and the Department of Finance.				
Signature on Behalf of the Agency			Date	

3

Training Plan

General Contract Information

1. The term of an ETP Agreement can be written for a maximum of 24 months, and must include all training and retention periods. The delivery of training cannot exceed 21 months.
2. All trainees must be full-time, permanent employees working at least 35 hours per week.
3. The Agreement is 100% performance based, which means that reimbursement is **earned** when a trainee completes all training hours in the appropriate curriculum; completes a 90-day or other applicable retention period; and meets the ETP minimum wage requirement.
4. Trainees must meet minimum ETP wage requirements by program (standard ETP, SET, HUA).
5. ETP funding is not retroactive. Funding is only for training that is provided within the term dates of an approved Agreement.

Developing Your Training Plan

To prepare for a successful training program, use these guidelines to create a training plan. In ETP's experience, the more closely Contractors have followed these procedures, the more successful their training programs have been.

1. Meet with and survey supervisors and managers to discuss and plan the details of a potential formal training program.
2. Assess training needs and request funding for training that is supported by the assessment. Be realistic in what you can accomplish in the training period.
3. Identify the training subjects that are critical to your current goals.
4. Identify and approach any potential trainers, either external or internal, to discuss the delivery of training.
5. Determine the amount of time each week that your employees can spend in training classes without disrupting production needs.
6. Determine the best days of the week to schedule training.
7. Determine the best time of day to schedule training.
8. Consider what would happen to the ETP training program if the company were to receive a large, unexpected order requiring immediate, significant production increases during training.
9. Determine how you will administer the project, who will supervise and who will be responsible for the documentation.

Training Plan (continued):

REQUIRED MINIMUM WAGE RATES FOR YEAR 2004

COUNTIES	RETRAINEE MINIMUM WAGE
Alameda, Contra Costa, Los Angeles, Marin, Orange, San Francisco, San Mateo, Santa Clara	\$12.17
Sacramento	\$12.02
San Diego	\$11.61
Ventura	\$11.29
All Other Counties	\$11.16

If needed, calculation of the minimum wage may include the dollar value of voluntary, employer-paid health benefits (medical, dental, vision).

Certain reportable wages other than a basic per hour compensation may be used to calculate employees' minimum wages (e.g. commissions, bonuses, lodging and meals)

Trainee Eligibility

Retrainee: A retrainee is an individual who has been employed full-time by Contractor or a participating employer:

- a. For a minimum of 90 days as of the start date of that individual's training; or
- b. For less than 90 days with their current employer, and had been employed for at least an average of 20 hours per week for at least 90 days by an ETP eligible employer(s) during the 180 day period preceding their hire date with their current employer; and the 90 days of prior employment may be non-consecutive and may also be completed with multiple employers; or
- c. Has been employed for less than 90 days at the start of training and prior to the current employment has (1) established a UI claim in this state and has been determined eligible for UI benefits, or (2) has exhausted UI benefits from this state within the preceding 24 months; or (3) has received a notice of layoff from the last employer.

APPLICATION

1. Applicant's background

Provide informational items about the company/organization to assist the ETP Analyst to prepare a contract and a narrative to describe the training program.

2. Describe the need for training.

Describe how the company currently operates, what changes have or will take place within your company, and how training will facilitate these changes. Explain your company's training goals and how ETP-funded training will help meet these goals. **Explain the need for each type of training included in your curriculum and which occupations will receive each type of training.**

Following are some suggestions:

- Your company wishes to improve its competitive position in the marketplace and employee job security through training, which will generate productivity and product quality enhancements and customer satisfaction. Explain your goals, the types of training that will help you meet those goals, and what each type of training will accomplish.
- Your company is becoming a high performance workplace and new processes and skill requirements are in place or are being incorporated (e.g. teambuilding, problem solving, frontline decision making, continuous improvement, cross-training, more complex job skills, greater attention to customer demands).

"High performance workplace" means a workplace where frontline workers are equipped with problem solving and decision-making skills that result in increased productivity.

- Your company is producing new products and/or services. Explain current products/services, new products/services, what new job skills are required, how these changes will result in increased sales, competitiveness, job security and/or increased employment.
- Your company needs to retrain workers because current jobs are being eliminated or there are substantial changes in the skills required for trainees to remain employed. Explain what trainees currently do, followed by the new skills, new equipment, systems, or work processes that trainees must learn

3. Describe how the training supplements your current training (retraining only).

ETP training funds are intended to supplement existing funds available for training. Explain how the proposed ETP-funded training supplements, rather than displaces, training that your company normally provides. Compare your past and/or present training to the training program you wish to deliver under ETP. Focus on the following areas:

- What types of training have you provided in the recent past and/or are you currently providing?
- In what manner has past and/or current training been delivered?
- What trainee population was trained in the past or is currently being trained?

Training Plan (continued):

- How is/are the proposed ETP curriculum, training methods, and/or trainee population different from past/current training?
- Would the proposed training occur without ETP training funds and how will the training be different due to the addition of ETP funding?
- What are the company's plans for training after the ETP program ends, and how will the requested training fit into the on-going training plans?
- Will the company be receiving funding for training from any other source? If yes, what is the source of the funding and what does this funding cover?
- Is this is a repeat project (training for the same employer at the same work site)? If yes, how does this program differ from the previous one?

4. **Identify your company's California turnover rate (%) during the last calendar year for full-time workers at the site(s) requesting training.**

A company must provide full-time, permanent, stable employment. To qualify for ETP funding, an employer's turnover rate of full-time employees for last calendar year may not exceed 20 percent. Determine and report your turnover rate only for the California site(s) and the employees at the site(s) where training is being requested, using the following formula:

Divide the number of full-time employees at the site(s) who separated from their jobs during the most recent calendar year (January – December) by the average number of total employees of the company at that same site(s) during the same time period. Include all employment terminations of full-time workers initiated by either the employee or the employer.

Include all of the following in the number separating during the most recent calendar year:

- Quits
- Layoffs exceeding 30 days
- Discharges for cause
- Unauthorized absences exceeding one week

Exclude the following from the number of separations during the most recent calendar year:

- Temporary layoffs (30 days or less)
- Workers on strike
- Outside consultants and contractors
- Workers from temporary-help agencies
- Retirements
- Seasonal Workers
- Deaths
- Transfers to another company facility
- Permanent separations due to disability

Waiver Guidelines

If your turnover rate exceeds 20%, explain the circumstances.

An employer may apply for a waiver or exemption to the 20 percent turnover rate requirement. Evidence to support a waiver or exemption must be included in the SEC. In some cases, a turnover rate that exceeds 20% may be waived; in other instances, the employer may negotiate with ETP to determine an acceptable turnover rate that the Contractor must meet by the end of the Agreement. If the company does not meet the determined percentage, reduced earnings could result.

Circumstances for waivers that may be considered:

- An employer has experienced and provides evidence of a singular reduction in its workforce (an anomaly);
- Industry data supports a higher rate; or
- Proposed training will significantly decrease the turnover rate.

5. Training Plan Worksheet (ETP 006)

Complete one worksheet (ETP 006) for each group of trainees who need the same type of training for the same number of hours. Consolidate groups whenever possible to avoid excess administrative paperwork. **A trainee cannot be enrolled in more than one Job # at a time.**

Most trainees must be **frontline** workers, individuals who meet one of the following criteria:

- Is not exempt from overtime under state or federal law, providing she/he directly produces or delivers goods or services; or
- Is covered by a collective bargaining agreement providing she/he directly produces or delivers goods or services; or
- Is exempt from overtime under state or federal law and is not covered by a collective bargaining agreement if his or her primary job responsibility is directly producing or delivering goods or services.

Restriction on training non-frontline workers: As of October 2003, the Panel placed a restriction on the percentage of non-frontline workers (i.e. managers and supervisors) that may participate in training. This percentage may vary based on Panel policy at the time your Agreement is being developed. Additionally, in order to include these occupations in the training plan, all applicants must justify the need for training managers and supervisors along with frontline workers.

Training Plan (continued):

6. Occupations, Wages, and Benefits

List all occupations that will be trained, the number of trainees in each, and the lowest to highest wages for each occupation excluding any benefits.

High Unemployment/Working Poor Agreements

Provide the same information for companies qualifying under the High Unemployment category. Wages must meet the minimum listed on the Chart in SECTION 8 for Special Employment HUA proposals.

The Panel is currently requiring a minimum 7% increase in wages at the end of the retention period, which is subject to change.

Prevalent Wage

Provide the wage that at least 50% of the trainees will be earning at the end of the 90-day retention period.

Health Benefits

For Agreements using health benefits (employer-paid medical, dental and vision) to meet ETP's minimum hourly wage requirement, provide the calculation and least amount of benefits on a per hour basis \$_____ per hour for each affected Job #.

Other Benefits

List other company benefits – no amount required.

Supplemental Wages Used to Meet ETP Minimum Wage Requirements

ITEM	ALLOWABLE	CRITERIA
Bonus	Yes	Bonuses may be used to meet the ETP minimum wage requirements if (1) the employee's base wage is at least the State minimum wage; (2) criteria for earning bonus is documented; and (3) bonuses are a normal, recurring part of an employee's compensation.
Commission	Yes	<p>The dollar amount of commission earned by an employee in addition to or in lieu of a regular wage may be used to meet the applicable ETP minimum wage requirement.</p> <p>The dollar amount of commission, or commission plus wages, must be equivalent to the applicable ETP minimum wage.</p>
Health Benefits	Yes	<p>The dollar value of voluntary, <u>employer-paid</u> health benefits may be used to supplement an employee's regular wage for the purpose of meeting ETP's minimum wage requirements.</p> <p>The total dollar amount of voluntary, <u>employer-paid</u> health benefits plus the employee's regular wage must meet the applicable ETP minimum wage requirement.</p>
Overtime	No	<p>The premium paid for any overtime hours worked must <u>not</u> be used to supplement an employee's regular wage rate for the purpose of meeting ETP minimum wage requirements.</p> <p><u>The employee's regular wage alone</u> must meet the applicable ETP minimum wage requirement.</p>
Tips	No	<p>Cash tips of twenty dollars or more in a calendar month (reported as earnings by an employee on written statements furnished to the employer, and considered to be wages as of the date of the required filing by the employee) may be used to supplement an employee's regular wage for the purpose of meeting ETP's minimum wage requirements.</p> <p>The total dollar amount of cash tips plus the employee's regular wage must meet the applicable ETP minimum wage requirement.</p>
Mandatory Service Charges (Banquet Tips)	Yes	<p><u>Mandatory</u> service charges (banquet tips) are considered to be wages and may be used to supplement an employee's regular wage for the purpose of meeting ETP's minimum wage requirement. The total dollar amount of the service charge plus the employee's regular wage must meet the applicable ETP minimum wage requirement.</p> <p>Mandatory service charges are: (1) compulsory charges that must be paid (in addition to regular charges) by a customer directly to an establishment; (2) subject to sales tax; (3) distributed by the employer to the employee; and (4) considered wages for federal employment tax purposes and for income tax withholding. (In contrast, <i>voluntary</i> gratuities are: (1) optional tips; (2) paid directly to an employee; and (3) exempt from sales tax.)</p>

Training Plan (continued):

7. **Contractor in-kind contribution** (all proposals except SET Small Business Owner):

All employers receiving training funds must provide a contribution towards the cost of the project. This “in-kind” contribution refers to costs incurred by a Contractor, over and above ETP funds, that are directly attributable to the ETP training project and demonstrate the Contractor’s commitment to the program. Contributions may be monetary or non-monetary. Excess “administration costs” cannot be included.

- Single-employer Contractors with 100 or fewer full-time employees must provide a contribution that equals at least 50 percent of the ETP funding amount
- All other single-employer Contractors must provide a contribution equaling at least 100 percent of the ETP funding amount.

Provide two totals:

- **Wages and fringe benefits paid to trainees during training, if applicable; and**
- **All other items including any or all of the following:**
 - Project development and training needs assessment;
 - Excess cost of staff and/or subcontractors performing training at a higher cost than ETP is funding;
 - Facilities costs that are directly attributable to the ETP training (for single employers, these facilities must be leased solely for the training project);
 - Training materials such as books and supplies;
 - Training for company personnel receiving ETP training courses but who are not ETP-eligible trainees;
 - On-the-job training that is tied to ETP class/lab training but not included in ETP funding;
 - Ongoing training assessments including literacy;
 - The cost of newly-hired replacement workers to cover employees in training; and
 - Lost production time when trainees are taken off the production line while in training, and are not replaced by other workers.

Unacceptable costs for meeting the employer contribution requirement include:

- Training that is mandated by law or government agencies, or provided specifically to meet government requirements (i.e. licensing exams, physicals, safety courses);
- Supplemental or ongoing training that is not directly related to the ETP training;
- Substantial contributions for repeat projects; or
- Excess administration costs.

Training Plan (continued):

8. **Trainers and Training Locations**

- A training agency contractor's staff will conduct all training. However, employer consortium contractors must specify which curriculum topics will be taught by in-house instructors, and which will be taught by a subcontractor or vendor.

If an in-house trainer is also a trainee, the trainer must complete all class/lab training prior to providing training in the same subject matter.

- Identify all city(ies) and location(s) where training will take place.
- Identify all videoconference training sites.

9. **High Cost per Trainee**

If the cost per trainee is more than double the ETP average cost per trainee (over **\$3,078** as of 1/27/03) explain the high cost in the following manner:

- What drives the high cost (i.e. extensive training hours necessary due to the highly technical nature of the course; costly, extremely technical equipment)?
- How was the high cost per person calculated (i.e. negotiated rate of \$20 per hr. x 350 training hrs)?
- Will training result in higher wages (i.e. occupations being trained have demonstrated wage progressions, trainees will move into jobs with career paths)?

Variable Reimbursement Training Plan

You may opt for an alternate Training Plan that consolidates all trainee groups into a single job number with a minimum to maximum range of hours. This provides the greatest flexibility in executing your training program and assists you in getting maximum reimbursement from the Agreement.

Contract Development

1. The ETP Analyst will establish the total number of trainees and the total funding amount based upon your Training Plan Worksheets (ETP 006) (i.e. total trainee population split into Job Numbers/groups according to training hours and types of training).
2. The analyst will then combine all trainees into one Job Number with a range of training hours and a contract total "not to exceed \$(the total funding amount)."
3. If the overall range of hours is too great, the training plan may be broken down into more than one variable reimbursement group of trainees with smaller ranges.

Contract Implementation

1. You will be reimbursed for the exact number of training hours provided to each trainee. Each trainee must complete at least the minimum number of hours specified in the Agreement in order for you to receive reimbursement (there will be no 80% language in the Terms and Conditions, item 2.b. paragraph 1 – see SECTION 2).
2. Progress payments are based on an average cost per trainee, not on a fixed cost.
3. You must use the ETP on-line system to track your training hours.

Regular funding hours @ \$13 per hour (or \$20 per hour for small business) can be combined with Advanced Technology (AT) at \$20 per hour or Computer-Based Training (CBT) at \$8 per hour as long as the original training plan shows a fixed number of hours for each category. The ETP Fiscal Unit will determine final reimbursement by adding hours from the on-line system, which requires you to distinguish standard hours from AT or CBT. You will, therefore, be required to keep very accurate internal records of the training delivery.

4. The Agreement can still breakout a special training group, if need be, into a separate job number with fixed hours. Projects that contain both standard and variable reimbursement must use the ETP class/lab tracking system for all training.
5. No job number changes will be allowed for trainees originally enrolled in a job using variable reimbursement.
6. There are few restrictions on Amendments. However, using Variable Reimbursement eliminates the need for most common Amendment requests to redistribute trainees and increase or decrease training hours. This should reduce the administrative paperwork.

Curriculum

1. Contractor must provide a **curriculum** for all training that will be provided in the Agreement. Training must be at least **24** hours but no more than **200** hours per trainee (the 200-hour cap does not apply to New Hire and HUA/Working Poor Agreements).

2. **Training Methods**

Classroom training is formal instruction in a classroom setting provided to a group of individuals, in a classroom setting removed from the trainees' usual work environment, meeting regularly for training in a specific skill under the constant and direct guidance of a qualified instructor.

Laboratory training is "hands-on" instruction or skill acquisition conducted in a non-productive environment or simulated work setting, generally away from the trainee's work station, under the direction and supervision of a laboratory trainer. The trainer's time during laboratory training must be dedicated exclusively to the instruction of trainees.

Class/lab training is a combination of the two. Most training hours are listed as such to allow for lecture and practice during the same time period in the same location.

Videoconference training is live, interactive instruction provided by a trainer through a video communications session between two or more locations, but not more than three locations, during the same hours.

- The Contractor may designate any number of company sites for videoconference training. These sites will be listed in the Agreement. However, any one training session is limited to not more than three sites at one time, while also maintaining the 1:20 trainer to trainee ratio.

Computer-based training (CBT) is instruction that occurs when a trainee uses a computer to access and learn training material through computer-associated media such as the Internet, Intranet, Local Area Network, and CD-ROM. The course must consist of the standard number of hours for completion as designated by the vendor who developed the course. CBT must be provided at the worksite or other approved location.

- When CBT is provided, you must certify that a trainee **assessment** has been conducted and is on file indicating that the type of training, specified course(s), and delivery method are appropriate for trainees and occupations being trained.
3. Curriculum may be comprised of different **Types of Training**. Organize and list the courses under the following major headings:

Types of Training

Type of Training	Description
Advanced Technology (AT)	<p>Advanced Technology training involves the production or use of the most sophisticated technology, equipment and software in fields such as electronics, computers, biotechnology, engineering, multimedia/entertainment, and certain machine operations.</p> <p>AT courses may include: Multi-media Skills, Animation, Film/Video Production and Postproduction, Avionics Manufacturing, Bio-technical Production Techniques, Computer-Assisted Drafting and Manufacturing (CAD) (CAM), 6 Sigma, Computer Skills (such as Certified Novell Assistant – CAN – and Certified Network Engineer (CNE), WEB Programming (JAVA, Coldfusion, Active Server Pages), Computer programming languages(Visual Basic, C++), Printed Circuit Design, Oracle (database management and storage), and sophisticated computer-operated machinery.</p>
Business Skills	<p><u>Business Performance</u> (appropriate for general business usage and Small Business Owner projects): Accounting, Payroll Systems, Marketing, Business Plans, Business Administration, Merchandising, Financial Strategies, Inventory Control, Product Knowledge.</p> <p><u>Project Management</u>: Strategic Planning, Evaluations, Monitoring.</p> <p><u>Communication Skills</u>: Business and Report Writing and Editing, Negotiating, Conflict Management, Workplace Diversity, Interpersonal Skills.</p> <p><u>Customer Service</u>: Customer Relations, Identifying Customer Needs, Telephone Skills, Handling Customer Requests, Resolving Customer Complaints.</p> <p><u>Sales</u>: Customer Needs, Customer Complaints, Credit Card Sales, Computer/Cash Register Transactions, Processing Cash Sales, Refunds and Exchanges, Voiding Transactions, Product Knowledge.</p>
Commercial Skills (services and trades)	<p><u>Non-manufacturing work processes such as:</u></p> <ul style="list-style-type: none"> Automotive Repair (smog certification, engine repair, body work) Banking/Insurance/Mortgage Construction Occupations Engineering/Architectural Medical/Dental Telecommunications
Computer Skills	<p><u>Software</u> applications and equipment in any environment. May include less complex, more generic computer courses such as Word, Excel, FoxPro, PowerPoint, Page Maker, and Internet navigation.</p> <p><u>Computer-Assisted Design and Computer-Aided Manufacturing (CAD/CAM)</u>: Printer and Plotter use, Graphic Representation, Auxiliary Hardware, 2 and 3 Dimensional Isometric Drawing.</p> <p><u>Computer Networking</u> (uses both hardware and software): Local Area Networks (LAN), Wide (WAN), Metropolitan (MAN), Network Management, Certified Novell Assistant (CAN) or Certified Network Engineer (CNE), World Wide Web (WWW).</p> <p><u>Computer Programming</u>: designing and developing software and applications.</p> <p><u>Digital Entertainment and Multimedia</u>: training in various software applications used in film production, editing, and advertising in the entertainment and multimedia industries.</p> <p><u>Manufacturing Resource Planning MRP/ERP/SAP/Oracle</u>: Integrated Material Management and Accounting Systems such as: Computerized Scheduling, Sales Forecasting, Material Resource Planning, Inventory Control, Purchase Order Tracking, Cost Accounting, Engineering and Document Control, Personnel, Payroll, and General Accounting.</p>

Types of Training

Type of Training	Description
Continuous Improvement (May be appropriate for Managers in projects transitioning to high performance workplace. However, <u>cannot</u> be used in lieu of Management Skills).	<p>Combination of any of the following (or similar) types of training: Statistical Process Control (SPC), Problem Solving, Teambuilding, Quality Concepts, Total Quality Management, ISO (9000 to 9005 et. al.), Just-In-Time Processes (JIT), Production Scheduling, Production Operations/Workflow, Process Improvement, Decision Making, Leadership skills for frontline workers.</p> <p><u>SPC</u>: quality method for monitoring products during production: interpreting Charts/Graphs; Pareto, Histogram, and Fishbone Diagrams; Statistical Analysis.</p> <p><u>Project Management</u>: Strategic Planning, Evaluations, Monitoring.</p> <p>*Some of these courses, standing alone, may be included as part of a curriculum for another Type of Training, when appropriate.</p>
Hazardous Materials (HazMat)	<u>Pertaining to environmental protection</u> : Asbestos Removal, Hazardous Materials Handling, Hazardous Chemical Cleaning/Handling, Hazardous Waste Cleaning.
Literacy Skills (job-related)	<p><u>Vocational English as a Second Language (VESL)</u>: Basic English Language Skills: Writing, Reading, Language Comprehension.</p> <p><u>Vocational English</u>: Basic English language skills: writing letters and business reports; reading work orders, safety regulations and other documents; language comprehension, understanding verbal direction and instruction.</p> <p><u>Basic Math</u>: Understanding the Numbering System, Fractions, Decimals, Positive and Negative Numbers, Rounding-off Rules, Basic Understanding of Algebraic Equations.</p>
Management Skills	<u>Developing and improving skills of managers and supervisors</u> : Leadership, Decision Making, Motivation, Teambuilding, Administration, Coaching Procedures.
Manufacturing Skills (industrial)	<p><u>Skills associated with product creation and/or assembly</u>: Production Operations, Parts and Products Manufacture, Equipment Operation, Assembly Procedures, Inventory Control, Warehousing, Manufacturing Practices, cross-training in production equipment/skills.</p> <p><u>Food Processing</u>: Meat, Canning, Fruit and Vegetable Processing.</p> <p><u>Computer Numeric Control (CNC) Machining</u>: CNC machine operation: Drills, Lathes, Milling Machines, Grinders and other CNC Machines, CNC Programming.</p>
Miscellaneous (Other titles)	For a curriculum that cannot be identified by the titles listed above, select a title that will accurately reflect the training being provided.

4. **Limitations and Exclusions**

Company-specific orientation training designed to orient employees to the policies or philosophy of either the employer or the Panel should not be included in the curriculum. This includes developing company mission statements and values.

Continuing education courses needed to maintain a license or periodic education required by regulatory agencies may not be included.

Other courses that may not be included on an ETP curriculum are: labor laws and legal issues; labor/management relations; sexual harassment; stress management; violence in the workplace; self-improvement courses (e.g. creativity, building self image); employee relations and hiring, firing, and discipline; testing, examination, and evaluation courses; and keyboarding.

General industrial safety training is not allowable. Any safety training is limited to approximately 10% or less of the total curriculum hours for most occupations and can only be given relative to new equipment or processes. The hours may increase for specific occupations in which safety is intrinsic to the job (e.g. environmental clean up).

Literacy training, such as Vocational English as a Second Language (VESL) and Basic Math, must relate to the skills training and cannot exceed 45% of the total job-specific skills training.

Literacy skills must be evaluated prior to contract approval, and the Contractor must have a signed statement on file certifying that they have administered a literacy assessment and that the number of literacy hours in the Agreement is consistent with the results of the assessment.

ISO training hours are not limited. However, if the ISO training contains an overview or introduction to ISO, that component cannot exceed 8 hours of classroom only instruction.

Apprenticeship training: ETP training shall not replace, parallel, supplant, compete with, or duplicate in any way already existing approved apprenticeship programs.

5. **Class Size**

The ratio of class/lab trainers to trainees is capped at 1:20 for retrainees, 1:15 for new hires, and 1:10 for Advanced Technology training. If any ratio exceeds the allowable limits, the Contractor will need to revise the training plan or submit a written request for a variance. Some variances (especially those exceeding 20 percent), if approved, will reduce ETP funding.

6. **Videoconference training**

If the curriculum includes videoconferencing, provide a list of all company sites where this type of training may take place. A maximum of three sites at one time may be involved in a videoconference training session, and must adhere to the 1:20 trainer to trainee ratio.

APPLICATION:

7. Advanced Technology (AT)

To request Advanced Technology training at the Fixed Fee rate of \$20/hour, provide the curriculum and written information explaining why a high reimbursement is necessary. Address the following:

- The nature and content of training.
- Why training costs exceed the standard \$13 per hour reimbursement.
- Why training must be given in small classes of no more than 10 trainees.
- Sophisticated equipment and software involved in the training.
- Occupations that will receive the training and their hourly wage rates.
- How training is customized to the occupations being trained.

Curriculum (continued):

8. Prepare a curriculum (see following samples):

Sample Curriculum by JOB NUMBER

The Johnson Machine Company
Training Curriculum
Job #1

Class/Lab Hours

80

MANUFACTURING SKILLS

Shop Measurements

- Use of Common Measurement Instruments
- Shop related Mathematical Operations

Geometric Dimension & Tolerances

- Datums
- Basic Dimensions
- Tolerance Calculations

Blueprint Reading

- Detail Drawings
- Title Blocks
- Notes

Machining Fundamentals

- Introduction to Machine Tool Technology
- Lathe, Milling, Grinding and Gear Cutting Machines Set-up Operations

Numerical Control Fundamentals

- Master Computer-Aided Manufacturing (CAM)
- Smart Computer-Aided Manufacturing (CAM)
- Computer Numerical Control (CNC) Lathe and Milling Machine Set-up Operations

Welding/ Soldering

- American National Standards Institute (ANSI) Soldering
- Welding and Soldering to Specifications

36

Literacy Skills (VESL)

- Basic Workplace Terminology
- Communicating with Supervisors and Co-Workers
- Understanding Manuals and Reports

Curriculum (continued):

Sample Curriculum by Type of Training

The Dawson Company Computer Skills Training Curriculum

Class/Lab Hours

40 (Job 1)

80 (Job 2)

160 (Job 3)

Computer Skills

Trainees will be provided any of the following:

Solutions, Applications, Programs (SAP)

- Report Generation
- System Configuration
- Query Development
- Query Access
- Transactional Navigation
- Program Language
- Table Structures and Development
- Hardware and Software Compatibility and Applications
- Systems Security
- Program Design and Application
- Troubleshooting
- System Navigation
- Transactional Applications
- Ancillary Functions

Total Hours: 40-160

Curriculum (continued):

Sample “Menu” Curriculum with Advanced Technology (AT) and Computer Based Training (CBT)

Champion Manufacturing “Menu” Training Curriculum

Class/Lab Hours
40 - 80

Trainees will receive any of the following:

Business Skills

- Project Management and Methodology
- Project Requirements Analysis and Specifications
- Property and Resource Management Skills
- Market Business and Strategies

Continuous Improvement

- Creating a Quality Organization
- Problem Solving & Decision Making
- Teamwork Development Skills

▪ **Computer Skills**

- SAP Applications
- Supply Chain Management
- Software Engineering
- Printed Circuit Board Design
- Auto Computer-Aided Design (AutoCAD)

AT Class/Lab Hours
20

Advanced Technology

Computer Skills

- Java Language, Programming and Testing Concepts
- Web-Based Product & Service Development, Implementation & Support Tools
- System debugging
- System Architectures
- Networking Design, Implementation, Maintenance and Security

CBT Hours
16

Computer-Based Training (CBT)

Business Skills

- Project Management
- Interpersonal Communications
- Customer Service
- Enhanced Products and Services
- Successful Selling Techniques

Continuous Improvement

- Coaching and Motivation
- Achieving High Standards in Business Conduct
- Project Planning
- Problem Solving

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Subagreements & Ancillary Information

Subagreements

Subcontracting for training and/or administration is permitted under ETP Agreements. A subcontractor may be a private or public trainer or training agency delivering all or part of the training, or an organization performing all or part of the program administrative functions (e.g. scheduling classes, recordkeeping, and invoicing). If any outside individual or company will provide training and/or project administration, prepare a written subagreement for each subcontractor/vendor. Every ETP Contractor must ensure the expertise of outside vendors, since the Contractor is ultimately responsible for proper Agreement administration.

ETP IS NOT A PARTY TO ANY AGREEMENT MADE BETWEEN THE CONTRACTOR AND ANY SUBCONTRACTORS. ALTHOUGH YOU MAY SUBCONTRACT FOR ADMINISTRATION AND/OR TRAINING SERVICES, YOU ULTIMATELY HAVE THE RESPONSIBILITY FOR THE ADMINISTRATION, IMPLEMENTATION, AND SUPERVISION OF THE TRAINING PROJECT.

1. Submit subagreements during contract development if they are available.
2. If not available during development, then a signed subagreement must be in place prior to its effective date, and prior to the performance of any work under that subagreement. The Contractor must maintain all subagreements and have them available for ETP monitoring to ensure compliance.

Note: To add a subcontractor during the Agreement term, enter the information online by selecting "Subcontractor" under the "FORMS" menu.

3. If a subcontractor is performing more than one service, either one subagreement for all services or separate subagreements are acceptable.
4. In the case of multiple subagreements, no single service should be identified in more than one subagreement, and each subagreement must contain required ETP language.
5. Whiteout on the original subagreement is unacceptable.
6. Both parties to the subagreement must initial any handwritten language.
7. All text must come before the approval signatures.
8. Non-standard subagreements, such as purchase orders, are acceptable if they include the required ETP subagreement standard language.
9. A **sub-tier subcontractor** (i.e. an entity subcontracted by a primary subcontractor) is subject to the same requirements as the subcontractor. However, an additional subagreement is not required when an individual trainer is hired only to train a specific curriculum subject for which the primary subcontractor makes all other arrangements (providing curriculum, training tools, arranging class schedules).

Subagreements and Ancillary Information (continued):

10. **Out-of-State Vendors**: ETP does not normally reimburse training or administrative costs associated with out-of-state vendors. However, training may be authorized if it is unique to the needs of the Contractor and if the training is unavailable in California. The use of an out-of-state vendor must be approved by ETP before the beginning of training by that entity.

If the out-of-state vendor has maintained a California office with one or more California employees for more than six months prior to the start date of the ETP contract, costs attributable to that office and the California employee(s) are eligible to be reimbursed.

11. **Prepare subagreements for training and administrative vendors.**

In addition to all company-specific terms and conditions between the Contractor and subcontractor, all ETP subagreements must include:

- The name, title, address, and phone number of the signatory authority for the Contractor and subcontractor.
- The subagreement term dates.
- A detailed explanation of the services to be provided.
- The amount of the subagreement.

Note: Administrative subagreements may not exceed the ETP allowable administrative costs. Administrative subagreements written for more than 40 percent of the primary Contractor's total allowable administrative funding shall be performance-based, and the subcontractor shall not earn final payment for services until trainees complete all training and the retention period. These administrative subagreements must include the following statement:

"Earnings for administration under this subagreement are contingent upon the Contractor's successful performance under the ETP Agreement."

- Nine standard ETP paragraphs included ***verbatim***.

12. Complete and submit the **Subcontractor (s)/Sub-tier Subcontractor(s) Form (ETP 100D)** listing finalized and/or prospective subcontractors and vendors.

Instructions for Completing the

SUBCONTRACTOR(s)/SUB-TIER SUBCONTRACTOR(s) FORM (ETP 100D)

When subagreements (and/or sub-tier subagreements) for training and/or administration will be prepared in conjunction with an ETP Agreement, all subcontractors and sub-tier subcontractors must be listed on the ETP 100D) **in alphabetical order**, even if the services are not fully paid for with ETP funds.

When the same subcontractor is providing both training and administrative services, make a separate entry for each service and enter the dollar amount corresponding to that service only.

Contractor Name: **enter** the Contractor's complete legal name.

Reference No.: **enter** the reference number from the ETP Application for Funding.

Agreement No.: leave blank.

For each subcontractor or sub-tier subcontractor **enter** the:

- Representative's name
- Representative's title
- Name of the company/organization
- Company's address
- City, State and ZIP code
- Contact person/title
- Telephone Number including area code.

- Cost of the service: **enter** the dollar amount the subcontractor will receive for training or administrative services shown in the subagreement.

- Description of service: **enter** a description of the services to be performed by the subcontractor (e.g. all training; all classroom/lab training; all SPC training; project administration).

Subagreements & Ancillary Information (continued):

Agency Agreement

- An individual acting as an agent for a Contractor must provide an Agency Agreement stating that the individual has the authority to act on the Contractor's behalf. The Agency Agreement must specify the authority of the agent, and must be executed and provided to ETP prior to any discussion or negotiation between ETP and the agent, including submitting information, requesting information, and/or negotiating any portion of the ETP Agreement.
- The Agency Agreement must meet the following general criteria:
 - Be signed and dated by both the agent and the Contractor's representative who has authority to sign for the Contractor.
 - Designate the agent as the legal representative of the Contractor with specific, authorized powers.
 - State in detail:
 - the role, responsibility and authority of the agent;
 - the name, title, address and phone number of the Contractor's representative who has the authority to delegate power to the agent; and
 - the beginning and ending term date of the agent's status as the Contractor's representative (if no time period is specified, it is assumed the Agency Agreement runs until specifically revoked).

ETP Regulation 4412.2 Third Party Fees states: "The Panel finds that any contract between a potential Contractor and a third party for any service relative to any Panel contract, either pre-award work, or post-award work, or both, which conditions reimbursement to that third party as tied to a percentage of Panel funds requested, preliminarily granted or finally granted to the contractor is contrary to public policy."

Union Support

Provide a list of **all** unions covering employees at your worksite. If union members will participate in ETP training, the union must submit a letter of support **on union letterhead** for the training program, and a union representative should attend the Panel meeting.

The union letter(s) should be addressed to the Panel and indicate support for the proposed ETP training project for its members working at (*name of company*). You may add union trainee occupations and other pertinent information such as union participation in developing the training plan and/or curriculum. This document must be on union letterhead, and be signed and dated by a union officer or business representative.

The ETP Analyst cannot develop or submit any proposal to the Panel without written union support.

Subagreements & Ancillary Information (continued):

Justification for Waivers to ETP Policies or Procedures

Any request for an exception to an ETP policy or procedure (that is not automatically waived under a special program) must be made in writing to the Field Office Manager where the project is being developed. Include the nature of the request and the rationale to support the request. Such policies and procedures may include:

- Trainer to trainee ratio of 1:15 for new hires or 1:20 for retrainees.
- The use of out-of-state vendors.
- Training that exceeds currently acceptable limits on the percent of managers and supervisors that may participate in training.
- Changes to standard language in the Agreement or subagreement.
- Changes to standard progress payments.
- Request for an early (or late) Agreement term date.

Special Information

Additional information is often required to explain certain aspects of a current or past training proposal. The ETP Analyst may request this information verbally or in writing. These items may include:

- Information to explain poor, prior contract performance and the likelihood that the new proposal will succeed.
- Information concerning trainee wages at the end of the 90-day retention period, which appear extremely low.
- Information regarding any funding from other sources that will be used to support any portion of the ETP training program.

6

Special Programs

Special ETP programs may have alternative employer and trainee eligibility requirements, and other contract specifications that differ from some or all of the standard ETP guidelines set out earlier in this Guide. Special ETP programs currently include:

- A. High Unemployment Areas (HUA)/Working Poor
- B. Special Employment Training (SET) for frontline workers:
 - 1) Who earn at least the State average hourly wage
 - 2) Who are located in high unemployment areas (HUA)
 - 3) Who are small business owners
 - 4) Who have multiple barriers to employment

Program specifications and contract requirements for each are detailed below.

Special Programs (continued):

HIGH UNEMPLOYMENT AREAS (HUA) IN CALIFORNIA
FISCAL YEAR 2002-03

The Panel targets training in California counties and cities that have unemployment rates at least 25% higher (7.625%) than the state unemployment rate (6.1 percent as of October 9, 2002). These proposals should focus on the "working poor" defined as workers who have full-time jobs and fairly stable employment, but earn low wages (less than the ETP minimum) and lack the essential job skills necessary to improve their employment opportunities. HUA training may be approved under both the regular economic development category for employers with out-of-state competition, and also under the Special Employment Training (SET) category for those companies lacking out-of-state competition. Trainees may or may not be "working poor".

For the state fiscal year 2002-03, there are two major groupings of High Unemployment Areas (HUAs): (1) counties with unemployment rates at least 25% higher than the state average; and (2) cities with unemployment rates at least 25% higher than the state average.

1) Counties with rates 25% higher than the state average include but are not limited to:

COUNTIES WITH RATES 25% HIGHER THAN STATE AVERAGE		
Butte	Lassen	Shasta
Calaveras	Madera	Sierra
Colusa	Mariposa	Siskiyou
Del Norte	Merced	Stanislaus
Fresno	Modoc	Sutter
Glenn	Monterey	Trinity
Imperial	Plumas	Tulare
Kern	San Benito	Tuolumne
Kings	San Joaquin	Yuba
Lake	Santa Cruz	

Special Programs (continued):

2) If a county's unemployment rate does not qualify, but a city within that county does meet the criteria at the time the ETP application is received, then it will be considered a high unemployment area. Cities that are considered areas of high unemployment include but are not limited to:

COUNTIES WITH RATES LESS THAN 25% HIGHER THAN STATE AVERAGE BUT WITH CITIES THAT HAVE RATES 25% HIGHER THAN STATE AVERAGE	
COUNTY	CITY/AREA
Alameda	Ashland Oakland
Contra Costa	Richmond San Pablo West Pittsburg
El Dorado	Placerville South Lake Tahoe
Humboldt	Rio Del
Los Angeles	Avocado Heights Bell Bell Gardens Commerce Compton Cudahy East Compton East Lost Angeles Florence-Graham Huntington Park Inglewood Lennox Lynwood Maywood Paramount South El Monte South Gate West Athens West Compton Westmont Willowbrook
Placer	Foresthill
Riverside	Banning Coachella Mecca Perris
Sacramento	Galt North Highlands South Parkway

Special Programs (continued):

COUNTIES WITH RATES LESS THAN 25% HIGHER THAN STATE AVERAGE BUT WITH CITIES THAT HAVE RATES 25% HIGHER THAN STATE AVERAGE	
<i>San Bernardino</i>	Adelanto Bloomington Twentynine Palms
<i>San Mateo</i>	East Palo Alto North Fair Oaks
<i>Santa Barbara</i>	Guadalupe Isla Vista
<i>Santa Clara</i>	Gilroy South County
<i>Solano</i>	Dixon
<i>Tehema</i>	Corning
<i>Ventura</i>	El Rio
<i>Yolo</i>	West Sacramento

Working Poor Trainees

Training under the HUA category should focus on the “working poor”. This is not a requirement, but only “working poor” trainees will be eligible to request the following **waivers** for Panel approval:

ETP Minimum Wage

Retrainees:

- The minimum wage before training may be up to 25 percent below the standard ETP minimum wage (see chart below)
- This wage may include health benefits.
- Each trainee’s post-retention wage must exceed the wage before training by at least 7% (except in cases precluded by existing collective bargaining agreements). The 7% increase must be calculated on the base wage only before training, exclusive of health benefits and any cost of living increases.

Special Programs (continued):

WORKING POOR MINIMUM WAGES BEFORE AND AFTER TRAINING
FOR CALENDAR YEAR 2004

COUNTIES	RETRAINEE WAGE AT START OF TRAINING	RETRAINEE WAGE AFTER RETENTION WITH 7% INCREASE
Alameda, Contra Costa, Los Angeles, Marin, Orange, San Francisco, San Mateo, Santa Clara	\$ 9.13	\$ 9.77
Sacramento	\$ 9.02	\$ 9.65
San Diego	\$ 8.71	\$ 9.32
Ventura	\$ 8.47	\$ 9.06
All Other Counties*	\$8.37	\$ 8.96

Calculation of the minimum wage may include the dollar value of voluntary, employer-paid health benefits (medical, dental, vision). In all cases, trainees must meet Federal and State minimum wage requirements. The 7% increase is calculated on the hourly wage only without health benefits.

Limitations on training hours may be waived if the Panel determines additional training over 200 hours will achieve employment stability and advancement opportunities.

Limitations on literacy training may be waived to permit up to 100 percent of the total vocational skills training hours per trainee.

Special Programs (continued):

Special Employment Training (SET)

Special Employment Training (SET) funding is designated for projects to improve the skills and employment security of frontline workers in projects that do not meet standard out-of-state competition or trainee eligibility requirements.

There are four SET categories:

1. Frontline workers who earn at least the State average hourly wage;
2. Frontline workers who are located in high unemployment areas;
3. Frontline workers who are small business owners; and
4. Frontline workers who have multiple barriers to employment.

General Guidelines for SET Projects:

Employers need not meet the standard out-of-state-competition requirement.

Trainees need not meet regular eligibility criteria.

Trainees must be frontline workers, individuals who meet one of the following criteria:

- Is not exempt from overtime under state or federal law, providing she/he directly produces or delivers goods or services; or
- Is covered by a collective bargaining agreement providing she/he directly produces or delivers goods or services; or
- Is exempt from overtime under state or federal law and is not covered by a collective bargaining agreement if his or her primary job responsibility is directly producing or delivering goods or services.

Training must result in full-time employment (except for Small Business Owners).

The total funding limit for a SET project is \$500,000. The Panel may waive the cap for individual SET projects at any time, upon a showing of good cause by the Contractor.

A Contractor may be funded for only one SET project. The Panel may fund the same SET Contractor for a subsequent project, upon a showing of good cause by the Contractor.

Special Programs (continued):

The following table summarizes requirements for each SET category:

	Workers Who Earn at Least the State Average Hourly Wage	Workers in High Unemployment Areas	Small Business Owners	Workers with Multiple Barriers to Employment
Employer Must Be UI eligible:	X	X	X	X
Employer Must Meet Out-of-State Competition:	NA	NA	NA	NA
Trainees Must Meet Regular Eligibility Criteria (Section 10201 (c)):	NA	NA	NA	NA
Trainee Must Meet Standard Retention Requirements:	X	X	N/A	X
Training Must Result in Full-Time Employment:	X	X	NA	X
Wage Requirement:	Must earn State average hourly wage	Must earn ETP minimum wage, but may be waived for "working poor".	No wage requirement	Must earn ETP minimum wage

1. FRONTLINE WORKERS WHO EARN AT LEAST THE STATE AVERAGE HOURLY WAGE

Trainees must be frontline workers in occupations paying at least the state average hourly wage and in businesses difficult to serve under the Panel's standard project format.

REQUIRED MINIMUM WAGE RATES FOR YEAR 2004

COUNTIES	SET MINIMUM WAGE
All Counties	\$20.29*

*If needed, calculation of the minimum wage may include the dollar value of voluntary, employer-paid health benefits (medical, dental, vision).

2. FRONTLINE WORKERS IN HIGH UNEMPLOYMENT AREAS (SET HUA)/WORKING POOR

Guidelines are identical to those listed above under High Unemployment Areas. This category (SET HUA) is for companies that do not have out-of-state competition and/or whose trainees do not meet standard eligibility criteria.

Special Programs (continued):

3. **FRONTLINE WORKERS/SMALL BUSINESS OWNERS**

Training for small business owner(s) to enhance their competitive position. “Owner” is defined as one or more individuals each having all or a substantial (at least 20%) financial investment in a business; and who is directly involved full-time in the day-to-day operation of the business. The spouse of an owner also qualifies as an “owner” if directly involved in the day-to-day operation of the business. The owner must be registered as a California employer with the Employment Development Department and be **currently** subject to the UI tax on behalf of the business’ employees.

The owner must employ at least 1, but not more than 9, full-time employees whose primary duties consist of directly producing or delivering goods or services (not including the owner).

“Employee” is an individual(s) receiving monetary compensation while working full-time for a business and the business is paying into the Unemployment Insurance (UI) fund (subject to the Employment Training Tax) on behalf of the individual(s) for at least six months prior to the first day of training for the owner. UI tax payments must be made on behalf of the individual(s) both during training and the retention period (the individual(s) **cannot** be leased or borrowed from a temporary employment agency or other provider).

Owner (or spouse) is considered to be a “retrainee” for this SET category.

Wage requirements for this category are waived, as owners do not typically earn hourly wages.

Training must be business management and/or other related skills need to operate a successful business, including but not limited to developing a business and/or marketing plan, tax requirements, and permit and licensing procedures.

Retention period: these projects need not result in the trainee’s full-time employment upon completion of training. The employment retention period will be met by the business as a whole and the business must, at a minimum, have at least the same number of full-time employees on the 91st day after the completion of the owner’s training as were employed by the business on the owner’s first day of training.

Since the trainee is an “owner” or a spouse and not employed by the business, Multiple-Employer Contractor may require a refundable security deposit from participating employers to guarantee their participation

4. **FRONTLINE WORKERS WITH MULTIPLE BARRIERS TO EMPLOYMENT**

Individuals with physical disability, lack of training, lack of communication or literacy skills, limited English skills, reading/math skills below the 7th grade level, or other similar factors, do not have the means to readily enter and/or fully participate in the labor force.

- Trainees must have at least two identified barriers to full-time employment.
- Contractor must demonstrate that training will help trainees **overcome** the identified barriers.
- Trainees must earn at least the ETP minimum wage (which may include the use of employer-paid health benefits – medical, dental, and vision).
- Literacy skills up to 100 percent of total vocational skills may be included in the training.
- Trainees must meet standard ETP retention and wage requirements.

7

ETP Reimbursement

1. The Fixed-Fee Training Rate Table will be used to determine the amount of funding ETP will reimburse the Contractor for each person trained and retained on the job for 90-days after the completion of training. The fixed rates, which include training and administration costs, are as follows:

FIXED-FEE RATE TABLE					
Type of Trainee	Class/Lab	Video-conference	Advanced Technology	CBT	
Retrainee	\$13	\$13	\$20	\$8	
Retrainees in a direct Agreement with an employer who has <u>100 or fewer</u> full-time employees -OR- Retrainees in a Multiple Employer Contract (MEC) that: (1) serves small businesses with 100 or fewer full-time employees; and (2) provides 100% of the training for all trainees of a participating employer at the employer's worksite.	\$20	\$20			

Note: The Internal Revenue Service and the Franchise Tax Board have verified that training funds received from ETP by a Contractor must be reported as income on Federal and State Income Tax Returns.

ETP Reimbursement (continued):

2. **Progress payments**: The ETP Agreement is 100% performance-based, which means that the cost per trainee is earned only when a trainee completes all training, the 90-day retention period, and receives at least the wage specified in the Agreement. Seventy-five percent (75%) of the cost per trainee may be issued as progress payments (unearned advances) before it is actually earned. Discuss with the Analyst how you wish payments to be made during the term of the Agreement.
3. **Advanced Technology** fixed-fee rate of \$20 per hour is applicable to courses that require a trainer to trainee ratio of 1:10 or less and is customized to occupations that involve the production or use of the most sophisticated equipment and software in fields such as electronics, computers, and biotechnology. Basic types of computer skills (such as EXCEL, PowerPoint, Page Maker, and Internet Navigations) do not qualify as Advanced Technology since they are less complex and less expensive to deliver, and are more generic and used across many industries.

Contractors who have previously received the standard fixed-fee rate of \$13 per hour for a type of training will not qualify for the higher rate of \$20 per hour, unless they provide evidence that training costs merit the higher rate, and (for MECs) that they are unable to secure in-kind contributions to pay costs in excess of the standard fixed-fee. Excess administration costs cannot be included.

4. **Concurrent Enrollment**

A trainee shall not be enrolled in more than one ETP project at the same time.

5. **Work Sharing**

If your company is participating in the Work Sharing Unemployment Insurance program, notify your ETP Analyst.

6. **Adjustments to Fixed Fee Funding**

- a. **Previous ETP Agreement/Substantial Contribution** (reduced funding)

If you are retraining employees at a location/facility where ETP training was previously given and reimbursed, you may be subject to a reduction of 30%-50% in any new ETP funding. Subsequent ETP funding will be reduced if you:

- have more than 100 full time employees; and
- are retraining workers at the same facility; and
- were reimbursed in the amount of \$250,000 or more during the previous 5 years for two prior Agreements.

- b. When it is documented that a Contractor charges clients less than the fixed fee rate to provide training, ETP may reimburse the Contractor at the lesser rate or other rate as negotiated by Panel staff. In order to make such a determination, ETP staff may inquire about training fees charged by a proposed Contractor.

8

Application

To apply for ETP funding, submit a **hardcopy** of your completed Application with original signatures to:

**Attn: The Application Review Unit
Employment Training Panel
1100 J Street, 4th Floor
Sacramento, CA 95814**

The Application must include:

1. **Application Package Cover Sheet** (ETP 004).

Complete all relevant items and have the **Agreement signatory** sign and date the form.

2. **ETP Application Package Checklist** (ETP 005).

Submit a copy completed by the ETP Analyst.

3. **All documents marked on the Checklist.**

- a. An Application **template** will be provided to you on a disk or via e-mail. Include all documents that have been checked off by the ETP Analyst. Attach the cover pages provided in this SECTION. **Please do not send the Application in binders or folders, and avoid using staples (except for ETP 100 E and F forms).**
- b. Informational items may be entered on the template itself.
- c. Documents that must be on letterhead and/or that require signatures may be completed on the template, but originals must be mailed to the Application Review Unit.

A completed Application must be submitted within one year of the RED determination date issued by the Application Review Unit in Sacramento. The Application may be returned to you if any of the items are missing. Monthly deadlines are posted on ETP's website at:

www.etp.ca.gov

Panel Meetings

Application Package Deadlines

ETP Application Package Cover Sheet (ETP 004)**Reference Number:** _____

Applicant's Legal Name:	_____
Address:	_____
Applicant's Authorized Representative:	_____
Title:	_____
Telephone:	_____
Fax:	_____

This Application Package Cover Sheet (ETP 004) and all items on the Application Checklist (ETP 005) below must be completed. Based upon the ETP trainee eligibility criteria delineated in SECTION 3 (Training Plan) and SECTION 6 (Special Programs), enter the following:

Number of New-Hire Trainees:	
Number of Retrainees:	
Number of Special Employment Training (SET) trainees:	
Number of High Unemployment Area/Working Poor (HUA) Trainees:	
Total Number of Trainees in All Categories:	
Total ETP funding requested for the proposed training:	\$
Proposed start date of ETP training (month, day, year):	

To the best of my knowledge, the foregoing information and my responses to the questions are accurate and correctly reflect our participation in the ETP-funded training.

Signature of the Agreement Signatory	Title
_____	_____
Print Name	Date
_____	_____

Application (continued)

Employment Training Panel Application Checklist (ETP 005)

Reference Number:

Applicant's Legal Name:	_____
ETP Contract Analyst:	_____
Date of Site Visit:	_____

Submit

Received

TERMS AND CONDITIONS (SECTION 2)

_____	_____
_____	_____

Agreement Signatory

TRAINING PLAN (SECTION 3)

_____	_____
_____	_____
_____	_____
_____	_____

Applicant's Background, Need for Training, Turnover Rate

Training Plan Worksheets

Wages, Occupations, Benefits, In-Kind Contribution

Training Sites (cities and counties)

CURRICULUM (SECTION 4)

_____	_____
_____	_____
_____	_____

Videoconference Training Sites

Advanced Technology Justification

SUBAGREEMENTS & ANCILLARY INFORMATION (Section 5)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subagreements

List of Subcontractor(s) (ETP 100D)

Agency Agreement

Union Support Letter(s)

Justification for Waiver(s) to ETP Policies or Procedures

Special Information (specify):

_____	_____
_____	_____
_____	_____

SPECIAL PROGRAMS (SECTION 6)

_____	_____
_____	_____
_____	_____

High Unemployment Areas/Working Poor (Regular and SET)

SET Frontline Workers who Earn at Least the State Average Hourly Wage

SET Frontline Workers with Multiple Barriers to Employment

Terms and Conditions

(See SECTION 2)

Terms and Conditions

Name, title, address, telephone number, and fax number of the person who is authorized to sign the Agreement on the Contractor's behalf:

Contract Contact Person:

Title:

Address:

Phone:

Fax:

E-Mail:

Training Plan

(See SECTION 3)

Application (continued)

Contractor's Background, Need for Training, Supplemental, Turnover Rate

At a minimum, include the following information:

1. Company name and website.
2. Name, address, phone, fax, and email address of the company contact person.
3. Parent or holding company. Indicate the prospective ETP Contractor's relationship to the parent company (a division, wholly owned subsidiary, subsidiary, branch, etc.).
4. Headquarters location and other sites in California and worldwide.
5. The number of full-time company employees including the parent company (1) worldwide -and - (2) in California and (3) at the training site(s).
6. Company history, year founded, by whom, how long in business.
7. What the company does, manufactures, provides, and produces.
8. Company's customers (types of businesses or industries).
9. Locations where training will take place (include addresses and counties).
10. Describe how the company currently operates, what changes have or will take place within the company, and how training will facilitate these changes.
11. Explain your company's training goals and how ETP-funded training will help meet those goals.
12. If new equipment/technology is involved, specify the type of equipment; if/when it will be installed; the company's dollar investment; if some training is included with the new equipment; and how the equipment/technology impacts current employees.
13. Justify the need for each type of training (all proposals). Identify the types of training to be provided, who will be trained, and explain why the skills training is necessary.
14. Describe how the training supplements your current training (retraining only). (Refer to Section 3, Application, Number 3).
 - What types of training have you provided in the recent past and/or are you currently providing?
 - In what manner has past and/or current training been delivered?
 - What trainee population was trained in the past or is currently being trained?
 - How is/are the proposed ETP curriculum, training methods, and/or trainee population different from past/current training?
 - Would the proposed training would occur without ETP training funds and how will the training be different due to the addition of ETP funding?

Application (continued)

- What are your plans for training after the ETP program ends, and how will the requested training fit into your on-going training plans?
 - Are you receiving funding for training from any other source? If yes, what is the source of the funding and what does this funding cover?
 - Is this is a repeat project (training for the same employer at the same work site)? If yes, how does this program differ from the previous one?
15. Identify your company's California turnover rate (____%) for the last calendar year for full-time workers at the site(s) where training will take place.

Application (continued)

TRAINING PLAN WORKSHEET (ETP 006)
(one page for each training group; make copies as needed)

Contractor Name: _____

Reference Number: _____

JOB #1____ Number to Be Retained: ____.	Class/Lab and Videoconferencing Retrainee @ \$13.00		CBT @ \$8.00/hr		Advanced Technology @ \$20		Total Hours & Cost per Trainee
Type of Training:							
Menu Curriculum		+		+		=	
(Business Skills)		+		+		=	
(Computer Skills)		+		+		=	
(Management Skills)							
Total Hours by Column:	_____. Hours	+	_____. Hours	+	_____. Hours	=	_____. Hours per Trainee
Hours x Funding per Hour:	_____. x \$13 = \$_____	+	____ x \$8 = \$	+	____ x \$20 = \$	=	\$_____. Cost per Trainee*
TOTAL funding for JOB #1: \$ _____ (Cost per Trainee) x _____ (Number of Trainees) = \$ _____.							
Trainee Occupations for this Job #: _____ Trainee Minimum/Maximum Wage Range after 90-day Retention for this Job #: from \$_____/hr. to \$_____/hr. Will employer-paid health benefits be added to trainees' wages in this Job #? Yes _____ No _____.							

Application (continued)

Trainee Occupations, Wages, and Benefits

List all trainee occupations, number of trainees in each occupation, lowest to highest base wage (without benefits) each occupation will receive at the end of the 90-day retention period, if trainees are covered by collective bargaining agreement, the prevalent wage for all trainees, hourly health benefits (if used), and any other wages used to meet the ETP minimum (add rows as needed):

Job Title	Number of Trainees	Minimum Wage (without benefits)	Maximum Wage (end of retention)	Union (Collective Bargaining Agreement)
		\$ _____	\$ _____	
		\$ _____	\$ _____	
		\$ _____	\$ _____	
		\$ _____	\$ _____	
Total		\$ _____	\$ _____	
Prevalent Wage <u>all</u> Occupations				
Health Benefits (Medical, Dental, Vision) Dollar Amount				
Other company benefits (list type)				
Miscellaneous Wages (Commission, Bonus)				
Hours in Work Week				

Managers and Supervisors

- Total number of Manager and Supervisors: _____
- Percent of total trainees: _____%
- Justify training managers and supervisors: _____

High Unemployment/Working Poor Agreements (HUA)

List trainees in this category separately.

- Occupations.
- Number of trainees in each occupation.
- Trainee wages before training (\$_____ per hour). Trainee wage at the end of retention (\$_____ per hour).

Contractor's in-kind contribution for this training plan

- Trainee wages during training: \$_____
- Other contributions (list one total amount and all categories covered, excess administration costs cannot be included in this figure): \$_____

Trainers

Location of Training

Videoconference training sites

High Cost Per Trainee

Curriculum

(See SECTION 4)

Application (continued)

List all types of training that will be provided during your ETP Agreement. Follow each type of training with the courses that will be covered, and bullet each course with the most prominent topics that will be discussed during class/lab training hours.

COMPANY NAME Menu Curriculum

Class Lab Hours
(Range of hours)

Trainees will receive any of the following:

BUSINESS SKILLS

✚ Course/Topic

COMMERCIAL SKILLS

✚ Course/Topic

COMPUTER SKILLS

✚ Course/Topic

CONTINUOUS IMPROVEMENT

✚ Course/Topic

HAZARDOUS MATERIALS

✚ Course/Topic

MANAGEMENT SKILLS

✚ Course/Topic

MANUFACTURING SKILLS

✚ Course/Topic

LITERACY SKILLS

✚ Course/Topic

COMPUTER BASED TRAINING (CBT)

✚ Course/Topic

ADVANCED TECHNOLOGY

✚ Course/Topic

Computer-Based Training (CBT): Provide the standard number of hours to complete each course.

Advanced Technology (AT): Provide specific AT curriculum and a letter of justification to support funding at \$20/training hour.

Subagreements & Ancillary Information

(See SECTION 5)

Application (continued)

SUBCONTRACTOR(s)/SUB-TIER SUBCONTRACTOR(s) (ETP 100D)

List any Subcontractor(s)/sub-tier Subcontractor(s) participating in the Agreement for:

Contractor:	
Reference No:	Agreement Number:
PRINT OR TYPE	
Representative's Name:	
Title:	
Organization:	
Address:	
City, State, Zip:	
Contact Person/Title:	
Telephone No.:	
Cost of Service:	
Description of Service:	
Representative's Name:	
Title:	
Organization:	
Address:	
City, State, Zip:	
Contact Person/Title:	
Telephone No.:	
Cost of Service:	
Description of Service:	
Representative's Name:	
Title:	
Organization:	
Address:	
City, State, Zip:	
Contact Person/Title:	
Telephone No.:	
Cost of Service:	
Description of Service:	

Training and Administrative Subagreements

Prepare subagreements for training and administrative vendors.

In addition to all company-specific terms and conditions between the Contractor and subcontractor, all ETP subagreements must include:

- The name, title, address, and phone number of the signatory authority for the Contractor and subcontractor.
- The subagreement term dates.
- A detailed explanation of the services to be provided.
- The amount of the subagreement.

Note: Administrative subagreements written for more than 40 percent of the primary Contractor's total allowable administrative funding shall be performance-based, and the subcontractor shall not earn final payment for services until trainees complete all training and the retention period. The sum total of all administrative services provided by subcontractor(s) may not exceed 15 percent of allowable training costs for retraining and 25 percent for new-hire training. These administrative subagreements must include the following statement:

“Earnings for administration under this subagreement are contingent upon the Contractor’s successful performance under the ETP Agreement.”

- The following nine standard ETP paragraphs included ***verbatim***.

“ETP is not a party to this Agreement nor is the subcontractor a beneficiary in any way under the Agreement between ETP and the Contractor. ETP shall not be obligated in any manner to the subcontractor for any liability to subcontractor that may arise out of this Agreement. No third party relationship is intended or created between any subcontractor and ETP.”

“ETP, or its authorized representative, upon reasonable notice, shall have the right, during normal business hours, to examine and audit any and all records, books, papers, and documents related to the conduct of the training or services provided to the Contractor by the subcontractor to the extent ETP believes necessary to assure compliance with the ETP Agreement. Contractor shall ensure that ETP has access to all subcontracts and other records that adequately identify the hours and types of training or services provided to the Contractor by the subcontractor and the number of subcontractor personnel involved in this work. Upon prior reasonable notice from ETP, Contractor shall provide ETP with copies of any subcontracts.”

“ETP, or its authorized representative, shall have the right, during normal business hours, to freely observe and monitor all performance under this Agreement, including interviews with trainees and employees without the presence of the subcontractor.”

“All finished or unfinished documents, data, studies, and reports prepared by the subcontractor for the Contractor shall be disposed of under the direction of the Contractor and ETP.”

Application (continued)

“To the extent permitted by law, subcontractor agrees to indemnify, defend and hold harmless the Contractor and ETP and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by subcontractor during the Agreement term.”

“Records must be kept for a period of no less than four (4) years from the termination date of the ETP Agreement or three (3) years after final payment under the ETP Agreement, whichever is later.”

“During the performance of any subcontract, subcontractor and any of its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and its subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as is set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.”

“This Agreement shall be governed by the laws of the State of California. Subcontractor has reviewed the terms and conditions contained in the ETP Agreement and agrees to comply with applicable provisions.”

“This Agreement is effective only if the Agreement between the Panel and the Contractor is executed.”

Application (continued)

Union Letters

Submit signed letter(s) on Union Letterhead to the ETP Analyst

Justification for Waivers to ETP Policies or Procedures

(Turnover Rate, Percent of Managers, etc.)

Request:

Rationale:

Special Information

(Advanced Technology, Trainer to Trainee Ratio, etc.)

Issue:

Rationale:

Special Programs

(See SECTION 6)

Special Program Information

High Unemployment Areas (HUA)/Working Poor (Regular and SET)

Required Information

Explain how prospective trainees lack essential job skills necessary to improve their employment opportunities. Include any pertinent information about limited education and/or limited English-speaking skills.

Special Employment Training (SET) for Frontline Workers

1. Frontline workers who earn at least the State average hourly wage

Required Information:

Describe how your business is difficult to serve under the Panel's standard project format, and that the project contains elements unique to the Panel's experience. Priority will be given a proposal that: 1) can serve as a model for the development of future projects; 2) involves a business that the Panel has not historically been able to serve directly; or 3) includes new and unique methods of instruction/training delivery.

2. Frontline workers who have multiple barriers to employment

Required Information:

Provide a signed statement on company letterhead identifying at least two barriers to employment affecting trainees who will be considered eligible for training. Explain how training will help trainees overcome the identified barriers.

Part II

Contract

Administration

9

The Monitoring Process

The first step toward a successful project is understanding the Monitoring Process. The following is an overview of the major steps in this process:

- Once the Agreement is approved, ETP sends a “permission to start training” letter to the Agreement signatory as notification of the date the Contractor may begin training at their own risk.
- Prior to the beginning of training, the ETP Analyst will schedule and conduct a Start-Up meeting. This meeting brings together the Agreement signatory and/or the Contractor’s primary representative, and the individual(s) responsible for the delivery and administration of the training program.
- At the Start-Up Meeting, the ETP Analyst will use this guide to provide an overview of the monitoring process, review the Agreement, discuss recordkeeping requirements, explain the ETP’s enrollment and invoicing requirements, and discuss the ETP online systems.
- If the Contractor is not using ETP’s on-line tracking system, there must be an internal tracking system that supports the information on the rosters.
- Approximately 30 days after the start of training, the first monitoring visit will be conducted. Subsequent visits will be scheduled every five to six months or sooner, as needed.
- During a monitoring visit, the ETP Analyst will do any or all of the following:
 - Review the number of trainees entering, progressing through, or completing training and/or the retention period
 - Review the training schedule.
 - Review the curricula.
 - Observe training in session.
 - Interview trainers and trainees.
 - Review recordkeeping and daily documentation of training.
 - Validate invoices.
 - Review subagreements to determine if all services are being delivered as specified in the contract.

The results of the visit will be documented in a report covering all areas reviewed and will include an assessment of whether the training is meeting the Agreement specifications. If the Contractor is out of compliance, recommendations for adjustments will be made. Corrective action must be effected by the Contractor as specified in the report. A copy of the monitoring report will be sent to the Agreement signatory.

Whenever you have any difficulty meeting training performance requirements, it is imperative that you contact the ETP Analyst as soon as possible to determine the appropriate steps to remedy this situation, or any non-compliance issues.

Administration & Training Documentation

1. Authorization Signatures (ETP 80) Form

This document identifies all individuals authorized by the Agreement signatory to sign and receive ETP documents and forms on his behalf for the processes specified on the form. For Amendment requests, authorized individuals can sign the request; however, the final approval of the Amendment must be signed by the signatory.

2. Training Schedule

A training schedule must be in place at the start of training and a copy must be submitted to ETP. It should include both a detailed roll out schedule for at least the first six months of training by types of training and job groups, and a summary roll out schedule for the remainder of the term of the Agreement. The training schedule must be maintained current and updated periodically, subject to review and approval of the ETP Analyst. If there are any changes, a revised training schedule must be submitted to ETP. (Reference: Title 22 California Code of Regulations, Section 4441.5)

When scheduling training, it is critical to consider that the post-training employment retention period must be completed within the term of the Agreement.

3. Documentation of Class/Lab Training Hours

All class/lab training hours provided to trainees must be documented on rosters and in a tracking system, either ETP's or one created by the Contractor. Title 22, California Code of Regulations, Section 4442(b), requires that all class/lab training records shall be completed daily and contain the following:

- Date training occurred
- Curriculum topic(s)
- Number of training hours provided (excluding meal breaks)
- Location of Video Conferencing training
- Trainer(s) name(s) - typed or clearly printed

For Daily Rosters

- Trainer's signature(s) name signed daily
- Trainee's signatures signed daily and name(s) - typed or clearly printed

For Multiple Dates Rosters

- Trainee(s) name(s) – typed or clearly printed
- Trainees' signatures – name signed on the first day of training for each type of training
- Trainee's initials – on the first day and subsequent days of training for each type of training

If completed correctly, the sample rosters shown on this section will contain all the information required by ETP to justify the provision of training. **If you plan to use a different roster, it must be submitted to the ETP Analyst for approval prior to its use.**

Administration & Training Documentation (continued):

4. Documentation of Computer-Based Training (CBT)

All CBT records shall be maintained by job number and contain the following elements in accordance with Title 22, California Code of Regulations, Section 4442 (c):

- Date system was last accessed for a specific course;
- Type of training and course title – as identified in the approved curriculum;
- Number of hours designated to complete a course;
- Percentage of course completed;
- Trainee Name – typed or clearly printed;
- Trainee's signature verifying course was completed; and
- Signature of an authorized employer representative, verifying trainee competency attainment in the specified course at the completion of the course.

CBT documentation is different than Class/Lab documentation. CBT tracks the completion of modules not the time spent completing the modules.

5. Tracking Trainee's Progress

The Contractor must track each trainee's status in either ETP's tracking on-line tracking system or in a tracking system created by the Contractor during the duration of the Agreement. The items to be tracked should include:

- Name and Job number of each trainee who started training
- Type of training and course title
- Training date and the number of hours provided
- Actual training hours scheduled to and attended by each trainee.

It is recommended that a trainee's progress be tracked utilizing a computer generated spreadsheet. For your convenience, ETP has developed an online class/lab tracking system, which is available on the Internet at no cost to the Contractor. If interested, your ETP Analyst will provide you a password and information on how to access the system.

For variable reimbursement projects, it is mandatory to use the ETP Online Class/Lab tracking system for both Class/Lab and CBT.

6. Audits

Each year, the ETP Audit Unit selects a sample of completed projects for audit in accordance with the Government Auditing Standards. This is conducted anytime up to four years from the date of termination of the Agreement, or three years from the date of the last payment by ETP to the Contractor, or three years from the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later. All records must be retained within the control of the primary Contractor and be available for review at the Contractor's place of business within the State of California. For a complete list of documents that should be available for audit, you can request a copy from your ETP Analyst.



Authorization Signatures (ETP 80)

Panel's Offices:

Sacramento—(916) 327-5640; San Mateo— (650) 655-6930; North Hollywood— (818) 755-1313; San Diego— (619) 686-1920

Contractor: _____ **Agreement No:** _____

Contractor agrees that the following named individuals are authorized to:

Certification and Enrollment

Receive ETP certification and enrollment documents.

ALTERNATE CONTACTS ONLY:
List alternate contact(s) for certification and enrollment questions.

ADDRESSEES NAME

MAILING ADDRESS

CITY

STATE

ZIP

PRINT CONTACTS NAME AREA CODE PHONE NO. EXT

PRINT CONTACTS NAME AREA CODE PHONE NO. EXT.

Fiscal

Sign/receive ETP fiscal documents and insure all forms are complete and accurate.

PRINT NAME SIGNATURE AREA CODE PHONE NO. EXT.

PRINT NAME SIGNATURE AREA CODE PHONE NO. EXT.

Agreement – Amendment/Modification

Request revisions to the Agreement, Amendment / Modification Request (ETP301c). Final Approval and sign off of Amendments must be the signatory to the Agreement.

PRINT NAME SIGNATURE AREA CODE PHONE NO. EXT.

PRINT NAME SIGNATURE AREA CODE PHONE NO. EXT.

As signatory to this Agreement, I certify that all the above information is correct. I hereby delegate my authority to the Named individuals for the specific actions related to the sections specified above. I will submit a revised ETP 80 form to the ETP Analyst when there are any changes to this information.

PRINT SIGNATORY'S NAME

SIGNATORY'S SIGNATURE

DATE

Monitor's Initials

ETP 80 (04/01)

INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF THE AUTHORIZATION SIGNATURES (ETP 80)

Contractor: Enter the Contractor's name exactly as shown on page 1 of the Agreement.
Agreement #: Enter the Agreement number as shown on page 1 of the Agreement.

Certification & Enrollment

Mailing Information: Enter addressee name, business name, mailing address and phone # where certification and enrollment documents are to be mailed.
Alternate Contacts: Enter the name(s) and phone #(s) of alternate individual(s) to contact regarding ETP certification and enrollment documents.

Fiscal: All fiscal documents and correspondence will be sent to the address in the Agreement.

Name: Enter the name(s) and phone # of individuals authorized to sign and receive fiscal documents and written correspondence (cannot be subcontractor).
Signature: The signature of the individual(s) named.

Agreement - Amendment / Modification

Name: Enter the name(s) of the individuals(s) authorized to request amendments/modifications to the Agreement (cannot be subcontractor).
Title: Enter the title of the individual(s) named.
Signature: The signature of the individual(s) named.

Contractor's Authorization

Name: Print the full name of the signatory to this Agreement.
Signature: Signature of the individual named.
Date: The date form signed.

Submission of ETP 80

The Original Submission:

The completed ETP 80 must be provided to the ETP Analyst.

Revised ETP 80:

When submitting a revised ETP 80:

Name all current authorized personnel.

a. Only signatures of new individuals are required.

b. Write name and "Signature on file" for remaining authorized personnel.

c. Signatory must sign & date.

The completed ETP 80 provided to the ETP Analyst will be forwarded to the Certification and Enrollment unit to be kept on file.

DAILY ATTENDANCE ROSTER

Contractor Name:		Agreement No.:	
Training Date:	Training Site:	Start Time:	End Time:

Type of Training/Course Topic	Class/Lab Hours

No.	Trainee Name (print or type)	Trainee Signature/Excused Absence (ink only)	Job No.	Make-up
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

Print Instructor Name (Company Name):
Instructor Signature:

NOTE: ETP does not reimburse for lunch periods or travel.
(VSA Roster Rev. 7/13/98)

CLASS TRAINING ROSTER (Multiple Dates)

Agreement No.: _____

Contractor: _____

TYPE of training: _____

JOB NO	TRAINEE NAME	TRAINEE SIGNATURE <i>(Trainee signs <u>only once</u>, on first day of training.)</i>	HOURS/MINUTES of class meeting :									
			CLASS MEETING DATES:									
			TRAINEE INITIALS: <i>Trainee must initial below on each date they attend training:</i>									

Trainer completes all information below prior to submitting this roster:

COURSE TITLE(s) <i>List each training course that Trainer will provide.</i>	TRAINER NAME <i>Print or type name.</i>	TRAINER SIGNATURE <i>Trainer signs <u>only once</u>. This signature covers all training courses identified sequentially on the roster as being provided by that Trainer.</i>	DATE

Class.roster
02/00

Computer-Based Training (CBT) Attendance Roster (09/03 Rev.)

Contractor Name: _____

Agreement #: _____

Job #: _____

Type of Training: <i>(per Chart 1)</i>					
Required CBT Hours: <i>(per Chart 1)</i>					
Trainee Name	Course(s) Completed	Total Hours To determine, add the "Standard Hours to Complete Course" for all courses identified in "Course(s) Completed" column	% of Required Hours Completed To determine, divide hours in "Total Hours" column by the "Required CBT Hours"	Date Completed	Trainee Signature: <i>By my signature, I certify that I have completed the CBT course(s) as identified.</i>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Course Title -and- (Standard Hours to Complete Course)		
<i>Standard Hours to Complete Course = course hours identified in the curriculum</i>		
a)	j)	s)
b)	k)	t)
c)	l)	u)
d)	m)	v)
e)	n)	w)
f)	o)	x)
g)	p)	y)
h)	q)	z)
i)	r)	aa)

Authorized Employer Signature:	Date:
<i>By my signature, I certify that these trainees have achieved competency in the skills covered by the identified training.</i>	

COMPUTER-BASED TRAINING (CBT) ATTENDANCE ROSTER INSTRUCTIONS

Form use:

- This form is a CBT attendance record used to record trainees completion of CBT courses and to certify trainee competency in the skills covered by the identified training course.
- This form must be kept on-site by the contractor, and it must be available to ETP Staff as needed.
- Contractor is responsible for maintaining sufficient documentation (i.e. computer/software generated reports, manual login/logout sheets, proof of course completion) to substantiate that training has been provided as indicated on the CBT Roster. This documentation must be made available for ETP staff as needed.

Signatures:

- Trainee signature and date must be provided (in ink) to certify that the identified training has been completed as indicated.
- Authorized employer signature and date must be provided (in ink) to certify that training has been completed, and trainees have acquired competencies in the skills covered by the training.

Complete the form in the following manner:

Enter: - **Contractor Name**
- **Agreement Number**
- **Job Number** - This form is to be used for a single Job. It may not be used for multiple Job Numbers.

Enter: - **Type of Training** - as identified on Chart 1 (e.g., Computer Skills)
- **Required CBT hours** - as identified on Chart 1.

Enter: - **Trainee Name**
- **Course(s) Completed** - Using the letter assigned to each course in the "Course Title" section, identify each course (by letter) that a trainee has completed.
- **Total Hours** - to determine, add the "*Standard Hours to Complete Course*" for all courses identified in the "Course(s) Completed" column. (*Standard Hours to Complete Course* = number of course hours identified in curriculum.)
- **% of Required Hours Completed** - To determine, divide hours in "Total Hours" column by the "Required CBT Hours"
- **Date Completed** – the date that all training is completed.
- **Trainee Signature** – certifying identified training course(s) have been completed

Enter: - **Course Title** -and- (*Standard Hours to Complete Course*) – list each course (letter each course). Next to each course title, identify the *Standard Hours to Complete the Course* (number of hours identified in the curriculum). For example: PowerPoint (2 hrs). If you need more space, attach a separate paper.

Enter: **Authorized Employer Signature and Date** - certifying trainees have attained competency in the skills covered by the training.

Computer-Based Training (CBT) Attendance Roster (09/03 Rev.)

For Variable Reimbursement Projects

Agreement #: _____

Job #: _____

Type of Training: (per Chart 1)	
------------------------------------	--

Trainee Name	Course(s) Completed	Total Hours To determine, add the "Standard Hours to Complete Course" for all courses identified in "Course(s) Completed" column	Date Completed	Trainee Signature: <i>By my signature, I certify that I have completed the CBT course(s) as identified.</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Course Title -and- (Standard Hours to Complete Course) <i>Standard Hours to Complete Course = course hours identified in the curriculum</i>		
a)	h)	o)
b)	i)	p)
c)	j)	q)
d)	k)	r)
e)	l)	s)
f)	m)	t)
g)	n)	u)

Authorized Employer Signature:	Date:
<i>By my signature, I certify that these trainees have achieved competency in the skills covered by the identified training.</i>	

COMPUTER-BASED TRAINING (CBT) ATTENDANCE ROSTER

For Variable Reimbursement Projects

INSTRUCTIONS

Form use:

- This form is a CBT attendance record used to record trainees completion of CBT courses and to certify trainee competency in the skills covered by the identified training course.
- This form must be kept on-site by the contractor, and it must be available to ETP Staff as needed.
- Contractor is responsible for maintaining sufficient documentation (i.e. computer/software generated reports, manual login/logout sheets, proof of course completion) to substantiate that training has been provided as indicated on the CBT Roster. This documentation must be made available for ETP staff as needed.

Signatures:

- Trainee signature and date must be provided (in ink) to certify that the identified training has been completed as indicated.
- Authorized employer signature and date must be provided (in ink) to certify that training has been completed, and trainees have acquired competencies in the skills covered by the training.

Complete the form in the following manner:

Enter: - **Contractor Name**
- **Agreement Number**
- **Job Number** - This form is to be used for a single Job. It may not be used for multiple Job Numbers.

Enter: - **Type of Training** - as identified on Chart 1 (e.g., Computer Skills)

Enter: - **Trainee Name**
- **Course(s) Completed** - Using the letter assigned to each course in the "Course Title" section, identify each course (by letter) that a trainee has completed.
- **Total Hours** - to determine, add the "*Standard Hours to Complete Course*" for all courses identified in the "Course(s) Completed" column. (*Standard Hours to Complete Course* = number of course hours identified in curriculum.)
- **Date Completed** – the date that all training is completed.
- **Trainee Signature** – certifying identified training course(s) have been completed

Enter: - **Course Title -and- (Standard Hours to Complete Course)** – list each course (letter each course). Next to each course title, identify the *Standard Hours to Complete the Course* (number of hours identified in the curriculum). For example: PowerPoint (2 hrs). If you need more space, attach a separate paper.

Enter: **Authorized Employer Signature and Date** - certifying trainees have attained competency in the skills covered by the training.

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ETP Online System

(www.forms.etp.ca.gov)

The ETP Online System is an interactive site for submitting forms, viewing reports, and doing different ETP processes over the Internet. The ETP Analyst will provide information to access the system, including username and password. ETP uses a Secure Sockets Layer (SSL) Encryption Technology on the ETP forms and reports to insure that the information entered online will not be compromised. The data entered on our system is encrypted while in transit from the Contractor's computer to our servers.

To ensure optimal performance with the ETP system, we only allow Netscape Navigator 3.0 or higher and Internet Explorer 4.0 or higher browsers. ETP also recommends that the ETP website is viewed with a display capable of 800x600 resolution. There are several internet settings ETP recommends to ensure the strongest security on your web browser. Additional information regarding Browser Configuration is available on our website.

You will be able to access the system once you receive your username and password. To change the password provided by ETP staff, there is a "Change Password" feature under the FORMS menu.

Once the Agreement is approved by the Panel, you will receive five copies of the Agreement for signature. The five copies are to be signed by the Signatory and returned to ETP before the Agreement can be executed. Until the five copies of the signed Agreement have been returned to ETP, you will not be able to certify or enroll trainees. Further, you will not be able to submit invoices until the Agreement has been executed.

IMPORTANT: If you have any questions regarding the Agreement, you must contact the ETP Analyst assigned to your contract either by phone or by selecting the "Email Us" feature on the ETP Online Main Menu.

TRAINEE AUTHORIZATION FOR ON-LINE ENROLLMENT

All trainees participating in the ETP training program must read and sign a Trainee Authorization form before they can be officially certified and enrolled in the training project. This authorization provides ETP permission to access trainees' confidential Unemployment Insurance information and employer reported wage data from the Employment Development Department (EDD). Any funds invoiced and issued for a trainee who has not agreed to the terms specified in the Trainee Authorization form must be returned to ETP as unearned monies with any applicable interest. For audit purposes, Trainee Authorizations must be maintained in either electronic or paper form by the Contractor for four (4) years after the end term of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.

There are two ways of providing a Trainee Authorization:

- 1) Trainee signs and submits a Trainee Authorization (ETP 104Auth) form to the Contractor. The signed form is kept on file and available for review by ETP staff. The ETP 104Auth form is available online with versions in English, Spanish, and Chinese, by selecting "Miscellaneous" under the "FORMS" menu.

ETP Online System (continued):

- 2) In lieu of a printed ETP 104Auth, trainees who have access to a secure email system may complete an Electronic Trainee Authorization (ETP 104E-Auth) and submit their authorization via email.

A secure e-mail system must include:

- A company wide e-mail system. This does not include internet based e-mail (i.e., AOL, Yahoo mail, Hotmail, etc.);
- Each trainee must login to the company e-mail system; and
- Each trainee must have a secure password.

CONTRACTOR INSTRUCTIONS

- Contractor sends the complete text of the ETP 104E-Auth form to each trainee via a secure email system. Contractor may NOT change the text of the ETP 104E-Auth form without the written consent of ETP.
- Each trainee reads the ETP 104E-Auth and responds by email to indicate that he/she agrees with the terms of the authorization. Trainee's email response should include: name; Social Security Number; response date; and "I agree" or "I disagree".
- Contractor files all authorized emails in a folder within their system. Contractor must be able to provide ETP an electronic list of valid email responses at any given time.
- ETP reserves the right to request a hard copy of Trainee Authorizations or to review the email folder to ascertain the validity of authorization for any trainee.
- For audit purposes, Trainee Authorizations must be maintained in either electronic or paper form by the Contractor for four (4) years after the end term of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.

Contractor _____
No. _____

ETP Agreement

TRAINEE AUTHORIZATION FOR ON-LINE ENROLLMENT

• **INSTRUCTIONS FOR THE CONTRACTOR**

All trainees participating in the ETP training program must read the following Authorization and sign below before they can be officially enrolled.

• **TRAINEE AUTHORIZATION**

I hereby authorize the Employment Development Department (EDD) to release to the Employment Training Panel (ETP), Unemployment Insurance (UI), and employer reported wage data contained in my records. This authorization, in connection with the State-funded ETP Agreement, allows EDD:

- to release, upon request during the term of this agreement, any necessary information to confirm the Contractor's compliance with the requirements of this Agreement, and
- to disclose any data required for certification and employment verification, including personal data requested which is necessary for the purposes of any and all statistical studies (which will not identify individual information) concerning ETP training, within seven (7) years after the date I signed this authorization.

I also authorize any and all employers I am employed with during the term of this agreement, to release to the Contractor or the ETP, upon request, any necessary information to confirm the Contractor's compliance with the requirements of this Agreement. For audit purposes, this authorization must be maintained by the Contractor for four (4) years after the end term of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.

To the best of my knowledge, I certify all data supplied by me is true and complete. I understand the data requested is confidential and is protected by the Information Practices Act of 1977 and the Federal Privacy Act of 1974. I have the right to inspect my personal data by submitting a written request and proper identification to: Employment Training Panel, Assistant Director of Administration, 1100 J Street, 4th Floor, Sacramento, CA 95814.

<u>PRINT</u> TRAINEE NAME	TRAINEE SSN	TRAINEE SIGNATURE AND DATE

ETP 104AUTH (3/00)

ETP 104 ELECTRONIC TRAINEE AUTHORIZATION

- 1) Select “reply to this e-mail”.
- 2) Read the following authorization statement.
- 3) At the bottom of this authorization statement, enter required data (name; Social Security Number; response date; “I agree” or “I disagree”).

I hereby authorize the Employment Development Department (EDD) to release to the Employment Training Panel (ETP), Unemployment Insurance (UI) and employer reported wage data contained in my records. This authorization, in connection with the State-funded ETP Agreement, allows EDD to:

- a) release, upon request during the term of this Agreement, any necessary information to confirm the Contractor’s compliance with the requirements of this Agreement, and
- b) to disclose any data required for certification and employment verification, including personal data requested which is necessary for the purposes of any and all statistical studies (which will not identify individual information) concerning ETP training, within seven (7) years after the date I submit this authorization.

I also authorize any and all employers I am employed with during the term of this Agreement, to release to the Contractor or the ETP, upon request, any necessary information to confirm the Contractor’s compliance with the requirements of this Agreement. For audit purposes, this authorization must be maintained in either electronic or paper form by the Contractor for four (4) years after the end term of the Agreement or three (3) years from the date of the last payment by ETP to the Contractor, or the date of resolution of appeals, audits, claims, exceptions, or litigation, whichever is later.

To the best of my knowledge, I certify all data supplied by me is true and complete. I understand the data requested is confidential and is protected by the Information Practices Act of 1977 and the Federal Privacy Act of 1974. I have the right to inspect my personal data by submitting a written request and proper identification to: Employment Training Panel, Assistant Director of Administration, 1100 J Street, 4th floor, Sacramento CA 95814.

TRAINEE NAME:

TRAINEE SOCIAL SECURITY NUMBER:

RESPONSE DATE:

RESPONSE:

(“I agree” or “I disagree”)

ETP 104E-AUTH (9/03)

ETP ONLINE PROCESSES

From the ETP Online main menu, click on “FORMS” to access the different ETP processes:

A. CERTIFICATION

Prior to enrollment, the following trainees must be certified online by completing the following electronic forms:

- **ETP 83** - For Retraitees whose hire date is less than 90 days prior to the start of training
- **ETP 82** – For Small Business Owner training
- **Unemployed** – For New Hire projects

Within two working days from the entry date, you can view eligibility status of the certified trainees on the “REPORTS” menu by selecting “ETP 82 Listing”, “ETP 83 Listing”, or “Trainee Certification” for New Hire Projects.

B. ENROLLMENT

Enrollment is the process of submitting information online for trainees participating in the Agreement. A trainee is eligible to be enrolled at the start of training, but should be enrolled once the number of class/lab, videoconference, and CBT hours listed in Chart 1, Column 10, of the Agreement have been completed.

Prior to enrollment, you are required to enter the trainee’s workplace on the ‘Workplace Address’ Form under the “FORMS” Menu. At enrollment, you will be required to pick the appropriate location for each trainee.

For your convenience, ETP has provided an Enrollment Data Collection form as a helpful sheet to collect enrollment information from trainees. The fields appear in the same order as the enrollment screen to aid in data entry speed. You can only edit trainee information within 14 days of enrollment. Changes beyond this time frame must be requested to your ETP Analyst in writing. Once a trainee is enrolled, requests for changes to a trainee's occupation and/or job number must be discussed with the ETP Analyst.

Enrollment Limitations:

- A trainee cannot be enrolled in the same job number more than once within the same project.
- A trainee can be enrolled in another job number within the same project, but only after final reimbursement has been approved for the trainee on the original job number.
- Concurrent enrollments are not allowed.
- Job number changes are not allowed on variable reimbursement projects.

Trainee listing by job number can be viewed online by selecting “Trainee Status” under the “REPORTS” menu. All information entered for each trainee during enrollment, including reimbursement and trainee status can be viewed on this report.

ETP Online System (continued):

C. **DROP**

Enrolled trainees who did not complete the requirements of the Agreement must be dropped online. If a trainee for whom you have received progress payments is dropped, the ETP system will subtract the reimbursement amount from your next invoice. The list of pending drops to be adjusted on the next invoice can be viewed online by selecting “Pending Drops” under the “REPORTS” menu.

D. **PROGRESS PAYMENTS**

You may submit an invoice for progress payments as the trainees meet the performance benchmarks specified in the Agreement. Refer to Columns 10 through 12 of Chart 1, Exhibit A, of the Agreement to determine the reimbursement amount and performance to be met for each progress payment. There is a limit of one progress payment within a 15 calendar day period.

- PAY 1 (Column 10): Upon completion of the required training hours for enrollment.
- PAY 2 (Column 11): Upon completion of the total class/lab, VC, and CBT training hours.
- PAY 3 (Column 12): For New Hire projects only (reimbursable upon placement of trainees in employment with qualified employers).

A listing of all invoices submitted online, including the approved date and amount paid, can be viewed online by selecting “Invoice Status” under the “REPORTS” menu.

E. **FINAL PAYMENT**

After the trainee completes training and retention period, and meets all other criteria set forth in the Agreement, you are eligible to receive the per trainee final payment amount shown in Column 13, Chart 1, of the Agreement. Only trainees who have been invoiced for Progress Payments will appear on the Final Payment screen. There is a limit of one final payment invoice within a 30 calendar day period.

To assist the ETP Fiscal Unit in the timely processing of final payment invoices, you may want to submit with your invoice one of the following:

- DE-6 Quarterly Report of Wages - Copies of the DE-6 for the quarter which includes the payroll period immediately after the employment retention period, or
- Payroll Records - Copies of payroll ledgers, time sheets, or personnel records which verify the wages received for the payroll period immediately after the retention period, or
- Check Stubs - Copies of payroll check stubs or remittance advice which verify the wages, hours and rate after the employment retention period.

Within 30 days after the end term of your Agreement, all active trainees must either be dropped or placed on the ETP online system. To change the status to “placed”, a final invoice must be submitted for the remaining active trainees who completed all the Agreement requirements.

ETP Online System (continued):

All payments received for trainees who did not meet the requirements under the Terms and Conditions of the Agreement shall be considered unearned and must be returned to ETP with statutory interest.

Considerations For Final Payment:

1. **SPECIAL REVIEW** - This option in the Final Payment Process will provide a tool for Contractors to submit verifiable information directly to the Fiscal Unit regarding trainees who may qualify for reimbursement based on special circumstances allowed in ETP policies or regulations, but do not meet standard performance criteria to qualify for immediate payment online.

If a trainee is rejected for final payment, but you feel that the trainee is qualified for payment based on special circumstances, you need to do the following steps:

- Select the Special Review option in Step 3 of the Final Payment process online.
- Notify the Fiscal Unit of the facts that support your request for special review.
- Specify a contact person and a phone number for possible follow-up questions.
- Complete a check box to indicate that additional documentation will be submitted to support your request for special review.

ETP will send a written notice of determination within 30 days upon submission of the information online. Payments for trainees approved for reimbursement will be manually added to the next available Final invoice. If additional documentation is provided, notice of ETP determination will be provided within 30 days of receipt of the information.

Trainee status submitted for special review can be viewed online by selecting “Special Review Listing” under the “REPORTS” menu.

2. **VOLUNTARY TERMINATION** – This regulation provides for reimbursement to contractors under specified conditions where a trainee voluntarily terminates his/her employment after completing training, but before the end of the retention period. Trainee must complete a new employment retention period specified in the agreement with the subsequent single employer and retention must be completed within the contract term. Retention period cannot be combined with multiple employers (e.g., 40 days with employer A and 50 days with employer B). Employment with the subsequent employer need not begin immediately after the voluntary termination.

To request final reimbursement under this regulation, the Contractor must submit a Voluntary Termination Certification (VTC) for each affected trainee with a request for payment to the ETP Fiscal Unit:

- On the VTC, trainee must certify that he/she voluntarily left employment and must contain, at a minimum the following information: name, Social Security Number, date trainee completed training, and date of voluntary termination. The VTC must also include the signature of the original employer certifying that the information provided is true and accurate.
- If available, the VTC should also include other applicable information such as the name and address of the new employer; and the trainee’s occupation with the new employer.

ETP Online System (continued):

- If the trainee's signature was not obtained, submit a VTC certifying that the trainee voluntarily left employment with a brief explanation of the circumstances involved and include the minimum information specified above. If available, include a copy of a resignation document or personnel action form documenting the voluntary termination.
- For trainees who have a break in employment before completing the retention period, due to FMLA or an AOG, you need to inform the ETP Fiscal Unit of the circumstances in writing.

EMPLOYMENT TRAINING PANEL TRAINEE RECORD (ETP 104)

Enrollment Data Collection Form

AGREEMENT NUMBER

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Training Agencies/Consortia
(Retrainees Only)

1. California Employer
Account Number (CEAN)

CONTRACT SECTION

2. DATE HIRED

3. DATE TRAINEE
BEGAN TRAINING

4. JOB
NO.

5. SITE NO.

6. WORK PLACE ADDRESS

Street Address:

City:

State:

Zip:

APPLICANT (TRAINEE) SECTION

1. APPLICANT (Trainee) NAME

1a) Last Name

1b) First Name

1c) Middle Initial

2. ETHNICITY

Please Check 1

☐ Asian ☐ Native American
☐ Black ☐ Pacific Islander
☐ Filipino ☐ White
☐ Hispanic ☐ Other

3. EDUCATION

Please Check 1

☐ Eighth Grade or Less
☐ Some High School
☐ High School Graduate
☐ GED
☐ Some College
☐ College Graduate
☐ Post-College Graduate

4. SEX

☐ Female
☐ Male

(Optional
Field)
5. MARRIED

☐ Yes
☐ No

(Optional Field)
6. VETERAN

☐ Yes
☐ No

(Optional Field)
7. DISABLED

☐ Yes
☐ No

(Optional Field)
8. PUBLIC AID
RECIPIENT

☐ Yes
☐ No

9. HOURLY
WAGE

10. SOCIAL SECURITY NUMBER

11. ZIP CODE

12. DATE OF BIRTH

Month Day
Year

Amendments and Modifications

As training is implemented, it may become necessary to revise certain components of the Agreement. Any proposed changes to your Agreement must be discussed with the ETP Analyst, who will provide technical assistance on the amendment/modification process.

The “Amendment/Modification Instructions” on page 77 shows a listing of documents that must be submitted to ETP with your revision request. You must receive written approval from ETP before any Agreement change may be implemented. Any changes implemented without ETP approval are at your own risk and any costs attributable to the training activities will be your liability until the Amendment has been executed.

ETP will **not approve substantive retroactive** Amendment requests.

Due to several Amendment restrictions on variable reimbursement projects, any proposed changes for this type of project must be discussed with the ETP Analyst.

An original signed Amendment/Modification Request (ETP 301C) form must be submitted to the Manager of the field office assigned to handle your contract.

Ruby Cohen, Manager
1100 J Street, 4th Floor, Sacramento, CA 95814

Creighton Chan, Manager
177 Bovet Road, Suite 180, San Mateo, CA 94402

Dolores Kendrick, Manager
4640 Lankershim Blvd., Suite 311, North Hollywood, CA 91602

Diana Torres, Manager
5333 Mission Center Rd., Suite 300 San Diego, CA 92108

STATE OF CALIFORNIA EMPLOYMENT TRAINING PANEL
AMENDMENT/MODIFICATION REQUEST

- (1) Agreement No. _____
- (2) Contractor _____
- (3) Address _____
- (4) City, State, Zip _____
- (5) Phone No. _____
- (6) Requested by (Name/Title) _____
- (7) Signature/Date _____

A request to both (1) add new trainees -and- (2) increase the dollar amount of the Agreement may not be implemented prior to approval by the Employment Training Panel. Any other changes implemented prior to approval by the Employment Training Panel will be at the Contractor's risk. Any costs attributable to the training activities, which are incurred by you, by your vendors, and/or by your subcontractors during this period are your liability until the Amendment has been executed.

REVISION NO. 1

JUSTIFICATION FOR REVISION NO. 1

REVISION NO. 2

JUSTIFICATION FOR REVISION NO. 2

FOR ETP USE ONLY

Date Received _____ Modification # _____

Effective Date _____ Approved _____ Denied _____

Manager's Signature/Date _____

ETP 301C (03/03)

AMENDMENT/MODIFICATION REQUEST CONTRACTOR INSTRUCTIONS
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1. Complete items No.1 through 7.

NOTE: Item No. 6 must be completed by an individual identified on the Authorization Signatures (ETP 80).

2. Enter each requested revision and a corresponding justification (attach additional pages as needed).

3. IF THE REQUESTED CHANGES AFFECT ANY OF THE FOLLOWING, TAKE THE ACTION INDICATED:

- ◆ **Chart 1** - copy Chart 1 from your executed or amended Agreement. Edit the Chart to show the changes and attach a copy of the edited Chart 1 –or- you may complete and attach an ETP006 Training Plan Worksheet to indicate the changes.
- ◆ **Curriculum** - attach a copy of the entire curriculum, including all revisions.
- ◆ **Additional Types of Training (for single employer contracts only)** - when adding new Types of Training, submit (on company letterhead) an explanation of how the new training supplements, rather than displaces, training that would normally be provided by the company.
- ◆ **Additions to the curriculum or training locations (for a training agency only)** – submit a copy of the approval documents from the Bureau for Private Postsecondary and Vocational Education (BPPVE).
- ◆ **Increase the number of trainees** - attach a revised training schedule identifying how training and the retention period will be completed during the term of the Agreement.
- ◆ **Decrease/delete training hours** – the justification must explain how the amended hours are sufficient for trainees to obtain the skills they need for the company to meet the intent of the original Training Plan.
- ◆ **Union** – If trainees are represented by a union, submit a letter of concurrence from the union supporting the requested changes.
- ◆ **Change in Agreement Signatory** – attach a completed Authorization Signatures (ETP 80) with original signatures.

4. Send a copy of your request with an original signature to the ETP Manager.

Appeal Procedure

You may appeal any adverse staff decision made on behalf of the Panel within 30 days following receipt of written notice of the decision. All appeals must be filed in writing with the Executive Director and sent to the Panel's Sacramento Central Office.

1. A Contractor may appeal an adverse staff decision by notifying the Executive Director of its intent to appeal. The Notice of Intent to Appeal shall be in writing and submitted within 30 days following receipt of the written notice of staff's decision.
2. The formal appeal shall be submitted to the Executive Director within 30 days of filing the Notice of Intent to Appeal and shall include the following:
 - a) A statement setting forth the facts at issue and all evidence supporting the appeal, and
 - b) An original and two copies of all materials and evidence supporting the appeal. This documentation must be tabbed, numbered, and indexed.
3. The Executive Director shall respond to the appeal in writing within 60 days of receipt of the Contractor's written appeal.
4. Contractor may appeal the Executive Director's decision. Such appeal shall be submitted to the Panel at the Sacramento Central Office address and be directed to the Panel Chairman within 10 days following receipt of the Executive Director's written decision.
5. Within 45 days following receipt of Contractor's appeal, the Panel shall take one of the following actions:
 - a) Refuse to hear the matter, giving the appellant written reasons for the denial; or
 - b) Conduct a hearing and affirm, modify or reverse the Executive Director's decision; or
 - c) Delegate the authority to consider the appeal to a subcommittee; or
 - d) Contract with another State agency to consider the appeal.
6. Following receipt of the Panel's written decision, Contractor may request judicial review of the Panel's decision in Superior Court. The request must be initiated within 60 days from the date of receipt by the Contractor of the Panel's decision. If the Contractor does not request such a review within the 60 days period, the decision of the Panel is then final and no further review is available to Contractor.

The time limits specified above may be adjusted or extended by the Panel Chairman for good cause.

(Authority: Section 10205(k), Unemployment Insurance Code)